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The Solicitors' Journal and Reporter.

LONDON, SEPTEMBER 1, 1888.

CURRENT TOPICS.

THE ARRANGEMENTS made by Mr. Justice DENMAN for separating the vacation chancery summonses from the business in court can scarcely fail to commend itself to the profession. Instead of the counsel and solicitors in court being kept waiting on Wednesdays till the judge has finished his list of summonses, he will in future take his seat in court at eleven precisely, no chancery summonses being taken till the Friday. This arrangement, which will come into operation next week, will, if permanently adopted, extend the minimum of the Vacation Judge's work to four days a week.

IT IS STILL TO BE FEARED that the old inconvenience will recur on a Friday; for, so far as appearances go, there is likely to be as much work for the court on a Friday as on a Wednesday. Up to the present time the vacation work has been unusually heavy, both in court and in chambers, and it may yet become necessary for the Vacation Judge to devote one whole day in each week to Chancery chambers business, besides sitting two days in court, and two days in the Queen's Bench chambers.

MR. JUSTICE DENMAN had to deal on Wednesday with two motions arising out of orders of attachment for disobedience of orders of the court. In one case the applicant had been for some time in prison, but his lordship refused to order his release because one of the affidavits on which the motion was founded contained reflections on the judge who had made the order. In the other case the order of attachment was set aside on account of the non-service of an affidavit on the person against whom the order was made, though Mr. Justice DENMAN refused to give the costs of the motion.

THE LATE SIR JOHN ROSE, though he will be remembered principally as a colonial statesman and a London financier, was a very distinguished member of the Canadian bar. He was called to the bar at Quebec at an early age, and his progress was so rapid that he became a colonial Queen's Counsel in five years, and Solicitor-General for Lower Canada in fifteen years; and, if he had not adopted a political career, he would no doubt have attained high judicial office. A large number of the leading Canadian statesmen began their careers at the bar, and in particular Sir JOHN MACDONALD, the present Prime Minister of the Dominion, was formerly a Queen's Counsel and Attorney-General for Upper Canada.

THE RECENT CASE of *Reg. v. Dalzell* (4 Times L. R. 725) raised an important technical question of coroners' law. At an inquest on the bodies of five persons who had been killed in a colliery explosion the jury returned a verdict which the coroner ruled to be equivalent to a verdict of manslaughter, but they refused to find a verdict in that shape. The coroner, however, embodied the findings of the jury in an inquisition, and committed the manager and sub-manager of the colliery for trial at the assizes on a charge of manslaughter. On a motion to quash this inquisition it was objected that it disclosed no criminal offence, and in particular that

it did not contain the word "feloniously," and the court held that the objection was fatal and could not be remedied by amendment, because the felonious character of the Act was of the essence of the offence. The Lord Chief Justice pointed out that in *Reg. v. Gray* (12 W. R. 350, L. & C. 365) it had been held that every indictment for a felony, whether at common law or by statute, must allege the act to have been done "feloniously," and he thought that the same rule must be applied to a coroner's inquisition upon which the defendants would be put on their trial. In *Reg. v. Gray COCKBURN, C.J.*, laid down that "no periphrasis will supply the omission in an indictment of the words of art which the law has appropriated for the description of the offence"; and he expressed an opinion that "it would be introducing great confusion" to leave it doubtful whether an indictment was for a felony or for a misdemeanour. The distinction between a felony and a misdemeanour has been always most strictly insisted upon by the judges. Thus in *Reg. v. Wright* (2 F. & F. 320) HILL, J., refused to amend an indictment by striking out the word "feloniously," because such an amendment would effect a material alteration in the description of the offence charged.

THE PROCEEDINGS taken against a building society at the Westminster Police Court on Wednesday suggest the inference that considerable laxity exists among officers of building societies as to the duty of filing with the registrar their annual statements of account and of the liabilities, assets, and securities of their societies. Section 40 of the Building Societies Act, 1874 (37 & 38 Vict. c. 42), provides that "The secretary or other officer of every society under this Act shall, once in every year at least, prepare an account of all the receipts and expenditure of the society since the preceding statement, and a general statement of its funds and effects, liabilities and assets, shewing the amounts due to the holders of the various classes of shares respectively, to depositors and creditors for loans, and also the balance due or outstanding on their mortgage securities, not including prospective interest, and the amount invested in the funds or other securities, and every such account shall be attested by the auditors, . . . and such account and statement shall be countersigned by the secretary or other officer, . . . and a copy thereof shall be sent to the registrar within fourteen days after the annual or other general meeting at which it is presented." By section 43, "If any society under this Act makes default in forwarding to the registrar any returns or information by this Act required, . . . the person or persons . . . by whom such default shall have been made . . . shall be liable . . . for every such default . . . upon summary conviction before justices at the complaint of the registrar to a penalty not exceeding five pounds." The secretary of a building society who was summoned under the above sections, while admitting his default, urged, by way of defence, that no annual meeting had been held, and that the auditors of the society were out of town; but the magistrate characterised this contention as an attempt by the defendant to take advantage of his own wrong, and he imposed a full penalty under section 43, though he expressed his willingness to entertain an application to reduce the penalty if the accounts and statements should be filed within twenty-eight days. The representative of the Solicitor to the Treasury stated that the full penalties must be asked for in view of the large number of cases in which the provisions of section 40 are ignored.

THE QUESTION whether shorthand notes of the proceedings in a former action by different plaintiffs against the same defendant are privileged from discovery was raised in the recent case of *Robson v. Worwick* (36 W. R. 686, 38 Ch. D. 370), and was decided in the negative by Mr. Justice NORTH, who declined to act upon the authority of *Norden v. Defries* (30 W. R. 612, 8 Q. B. D. 508), because in that case the plaintiff, from whom discovery was sought, alleged in his affidavit that the second action had been commenced while the first action was still pending, and that he had caused the shorthand notes to be taken for the purpose, among others, of his case in the second action. The shorthand notes were, therefore, privileged from production as having been taken *post litem motam* partly, though not exclusively, for the purpose of being used in a pending action. Mr. Justice NORTH accepted

Nicholl v. Jones (13 W. R. 451, 2 H. & M. 588) and *Rawstone v. Preston Corporation* (33 W. R. 795, 30 Ch. D. 116) as being authorities directly in point. In the former case Vice-Chancellor Wood thought it "impossible to hold" that shorthand notes of a previous trial in the Court of Probate were "anything in the nature of a confidential communication," and he therefore ordered them to be produced, but with liberty to seal up any observations or notes made upon them. In the latter case the shorthand notes of which inspection was sought had been taken in arbitration proceedings between the same parties, though not involving the same issues, and Mr. Justice KAY refused to recognise any privilege as to evidence which had been taken in the presence of the party seeking discovery. Thus for the third time the court has refused to bring shorthand notes within the privilege attaching to communications with legal or confidential advisers.

THE JUDGMENT of Mr. Justice STIRLING in *Roots v. Williamson* (36 W. R. 758, 38 Ch. D. 485) is a useful commentary upon the recent decisions with regard to the transfer of the legal estate in shares. Upon the most important of these, *Société Générale de Paris v. Walker* (34 W. R. 662, 11 App. Cas. 20), we have already commented at length (*ante*, p. 70), and in particular we discussed the effect of a transfer by deed not completed by registration. The matter, of course, always depends to some extent upon the special articles of the company, but in most cases the rules laid down by Lord SELBORNE and Lord BLACKBURN will be found a sufficient guide, and these were clearly pointed out by Mr. Justice STIRLING. According to Lord SELBORNE a title by transfer is to be deemed inchoate only until all necessary conditions have been fulfilled to give the transferee, as between himself and the company, a present, absolute, and unconditional right to have the transfer registered; and in considering whether such right exists, it is useful to notice the *dictum* of Lord BLACKBURN, that a company receiving a transfer for registration is not bound to act on it at once, even though "in order," but is entitled to a reasonable time to make reasonable inquiries; and, if it thus receives notice of the existence of a prior equitable title, it is not bound to proceed further with the registration. Hence the legal estate is made to depend, not necessarily upon actual registration, but upon the existence of an immediate right thereto. It is, of course, usually important, for the sake of excluding a prior equitable title of which the transferee had originally no notice. In the case before Mr. Justice STIRLING a trustee deposited the certificates of the shares with creditors as security for his debt, and executed a transfer to them. The deed of transfer was sent to the office of the company, but, before certain formalities required by its deed of settlement had been complied with, notice was received of the equitable interest of the *cestui que trust*. Upon the authority of the above decision of the House of Lords there was, of course, no difficulty in holding that the title of the transferee was still merely inchoate, and that the equitable title prevailed. A similar question as to the transfer of the legal estate had been considered by Mr. Justice STIRLING a few months previously in *Nanney v. Morgan* (35 W. R. 713, 35 Ch. D. 590). There the company was under the Companies Clauses Consolidation Act, 1845, but the decision went practically upon the same grounds as in the more recent case, and it was affirmed by the Court of Appeal (36 W. R. 677, 37 Ch. D. 346). This circumstance gives additional value to the more elaborate judgment which has now been given by Mr. Justice STIRLING.

THE TENDENCY of the court in recent matrimonial suits appears to be towards facilitating relief to wives on the ground of desertion. *Bigwood v. Bigwood* (36 W. R. 928, 13 P. D. 89) raised a question under the Matrimonial Causes Act, 1884 (47 & 48 Vict. c. 68), which is commonly known as the "Weldon Relief Act," and section 5 of which provides that, "if the respondent shall fail to comply with a decree of the court for the restitution of conjugal rights, such respondent shall thereupon be deemed to have been guilty of desertion without reasonable cause, and a suit for judicial separation may be forthwith instituted and a sentence of judicial separation may be pronounced, although the period of two years may not have elapsed since the failure to comply with the decree for restitution of conjugal rights, and when any husband who has

been guilty of desertion by failure on his part to comply with a decree for restitution of conjugal rights has also been guilty of adultery, the wife may forthwith present a petition for dissolution of her marriage, and the court may pronounce a decree *nisi* for the dissolution of the marriage on the ground of adultery coupled with desertion." A wife had obtained a decree for restitution of conjugal rights, with which the husband had failed to comply, whereupon the former filed a fresh petition for dissolution of the marriage on the ground of the respondent's desertion coupled with adultery committed before the date of the first petition. Sir JAMES HANNEN pronounced a decree *nisi*, pointing out that the Act places the desertion which arises out of non-compliance with a decree for restitution on the same footing as desertion for two years as regards all its consequences, including the right to have the marriage dissolved if the respondent has also been guilty of adultery, and he thought it immaterial whether the adultery was committed before or after the decree for restitution. In *Drew v. Drew* (36 W. R. 927, 13 P. D. 97) a husband left his wife, stating that he was going to shoot in Ireland, but he, in fact, sailed to Australia to escape prosecution on a charge of embezzlement. He was afterwards brought back to England on a warrant, and was tried, and sentenced to a term of penal servitude, and the detective officer who arrested him at Sydney found him living in adultery with a woman. He was also shewn to have committed adultery with another woman before leaving England. Sir JAMES HANNEN held that desertion as well as adultery had been proved, since, where a man leaves his wife under circumstances which would make his conduct desertion if continued for two years, the fact that he is involuntarily brought back in legal custody and is afterwards imprisoned cannot prevent the two years from running. The respondent's previous adultery and his false statement to his wife about going to Ireland were also evidence tending to attach the character of desertion to his conduct. In a still more recent case of *Garcia v. Garcia*, which has not yet been reported, the parties had separated by mutual consent, and in consequence of the husband having been adjudicated a bankrupt it was arranged that the wife should take a house and carry on a business under an assumed name. The husband contributed money towards the support of his wife and daughter, and occasionally visited them, though in a clandestine manner, until the wife discontinued further marital intercourse on discovering that he was cohabiting with another woman. Mr. Justice BUTT held that the wife's proceedings were justified by the husband's misconduct, and therefore, acting upon the view expressed by Sir JAMES HANNEN in *Farmer v. Farmer* (33 W. R. 169, 9 P. D. 245), he held that desertion commenced from the date when the wife refused further cohabitation, and that she was entitled to have the marriage dissolved.

THE EFFORTS which have been made recently to extend in various ways the range of investments for trust money have at length borne fruit in the new rule as to the investment of cash under the control of the court which we printed last week. This takes the place of ord. 22, r. 17, by which such investments have hitherto been regulated, and which restricted them to bank stock, East India stock, exchequer bills, and £2 10s. per cent. annuities, and mortgages of freehold and copyhold estates in England and Wales, besides consolidated, reduced, and new £3 per cent. annuities. This, of course, has been a much narrower range than that authorised by law for trustees' investments, and during the last session an attempt, upon which we have several times commented (*ante*, pp. 483, 499, 501), was made, in the Liability of Trustees Bill, to give to the latter a still further extension. The securities thus intended to be authorised included any securities with interest guaranteed by Parliament, debenture stock, &c., of railway companies in Great Britain and Ireland having for ten years paid a dividend on their ordinary stock, debenture stock issued under the Local Loans Act, 1875, inscribed stock of any British colony if specially sanctioned by the court, and freehold ground-rents; but the Bill has not yet become law, although it is to be hoped that it may be proceeded with in the autumn session. The case of money in court, however, is still more pressing, and for this there was no need to wait for legislative interference. Attention was called to the matter in the annual report of the Council of the Incorporated Law Society (*ante*, pp. 624, 647), and reference was made to an investment clause which had been re-

cently authorised in chambers. It was very properly pointed out that the court might reasonably itself use as wide a range as it allowed to others, and a communication upon the subject was addressed to the Lord Chancellor, who promised to submit it to the rule committee of the judges. The securities mentioned in the clause in question included, in addition to the usual ones, Government stocks or securities of any British colony or dependency, debentures or preference stock or shares of any railway, gas, or water company in Great Britain, incorporated by special Act, the debentures, stocks, or shares of any railway company in India where the interest or dividends is guaranteed by the Government of India, and the securities (not transferable by delivery only) of any municipal corporation in Great Britain. It was hardly to be expected that a range quite so wide as this would be universally sanctioned, but the new rule, which, we presume, is to be attributed to the efforts of the Incorporated Law Society, does not fall very short of it. The securities upon which cash under the control of the court can always be invested include those mentioned in the old rule (the list of Government securities, British and Indian, being, of course, brought up to date), as well as Indian guaranteed railway securities, and the stocks of Colonial governments guaranteed by the Imperial Government. Moreover, under an order of a judge in person, investments may also be made in metropolitan stock, railway debenture or preference stock, stock issued under the Local Loans Act, 1875, and the National Debt and Local Loans Act, 1887, and the inscribed stock of any British colony. With regard to railway stock it is required, as in the Settled Land Act, 1882, s. 21, that for the previous ten years a dividend shall have been paid on the ordinary stock or shares; and, as to the inscribed stock of any British colony, it is required that the price of four per cent. stock should be at least 105 at the time of investment, with a proportionate price where the rate of interest is less than four per cent. It will thus be seen that the new rule authorises very nearly the same investments as those proposed in the Trustees Liability Bill, and the range is as wide as could reasonably be wished. We may add that there are certain important municipal stocks, such as those of Birmingham, Liverpool, and Manchester, which have been issued under special Acts, and not under the Local Loans Act, 1875 (*ante*, p. 501). These stocks do not seem to be included in the new rule.

THE DUTY OF THE MORTGAGEE TO RESTORE THE MORTGAGED PROPERTY TO THE MORTGAGOR ON PAYMENT OF THE MORTGAGE MONEY.

THE right of the mortgagee to require payment of the mortgage money and his duty to restore the mortgaged property to the mortgagor are reciprocal; if he requires the one he must perform the other. "It is also clear that every mortgagor has the right to have a reconveyance of the mortgaged property upon payment of the money due upon the mortgage, and that every mortgagee is charged with the duty of making such conveyance upon such payment being made. This is, indeed, no more than the necessary result of the relative positions of the parties, the mortgage being only a security for the debt": *per* Turner, L.J. (*Walker v. Jones*, L. R. 1 P. C., at p. 61). We propose in this article, which is suggested by the recent case of *Kinnaird v. Trollope* (see *ante*, p. 639), to discuss some of the questions which arise when the mortgagee has dealt with the property conveyed to him or when the mortgagor has dealt with the equity of redemption.

In a mortgage of realty in the common form the mortgagee has the following remedies:—

- (1) He may sue the mortgagee on the covenant for payment;
- (2) He may foreclose;
- (3) He may sell the mortgaged property under the express power of sale, or, if the mortgage was made after the 28th of August, 1860 and before 1882, under the power of sale conferred on mortgagees by Lord Cranworth's Act (23 & 24 Vict. c. 145), and if it was made after 1881 under the power of sale conferred by the Conveyancing Act, 1881;
- (4) He can obtain sale in a foreclosure action under 15 & 16 Vict. c. 86, s. 48;

- (5) He may bring ejectment;
- (6) He may appoint a receiver.

It should also be observed that if there is no express covenant for payment, such covenant will generally be implied if the mortgage contains a stipulation for payment on a certain day: *Hart v. Eastern Union Railway Co.* (7 Ex. 246; same case, 8 Ex. 116).

It is often said that the mortgagee may pursue all his remedies concurrently. This statement requires explanation. Formerly the mortgagor might bring actions at law for ejectment and on the covenant, and a suit in equity for foreclosure at the same time (*Rees v. Parkinson*, 2 Anstr. 497; *Burnell v. Martin*, Doug. 417); and if in the action on the covenant he obtained part payment only, he could continue the foreclosure for the balance (*Lockhart v. Hardy*, 9 Beav. 349), and now, owing to the provisions of the Judicature Act, 1873, he can apply for payment from the mortgagor personally and for foreclosure in one action (*Dymond v. Croft*, 3 Ch. D. 512; *Farrer v. Lacy, Hartland & Co.*, 31 Ch. D. 42), in which an order may be made against the mortgagor personally for payment and, in case the full amount is not paid for, foreclosure: see the form of order in the case last mentioned; see also *Bissett v. Jones* (32 Ch. D. 635).

If the mortgagee first forecloses and afterwards brings an action on the covenant, which he is at liberty to do (*Aylet v. Hill*, 2 Dic. 551), the foreclosure is opened, and the mortgagor has a fresh right of redemption: *Dashwood v. Blythway* (1 Eq. Cas. Abr. 317), *Tooke v. Hartley* (2 Br. Ch. Cas. 125) [the report of same case in 2 Dic. 785 is stated to be incorrect], and *Lockhart v. Hardy* (9 Beav. 349).

Where the mortgagee sells either under an express or a statutory power he can apparently afterwards bring his action on the covenant, the reason being that sale is one of the remedies given to him by the contract: see *Rudge v. Richens* (L. R. 8 C. P. 358), which (as stated in *Fisher on Mortgages*, 1058), though decided on a point of pleading, appears to support that proposition: see also *Willes v. Levitt* (1 De G. & Sm. 392).

It should perhaps be observed that after an order for foreclosure absolute the mortgagee cannot obtain the appointment of a receiver, even though the conveyance remains to be settled: *Wills v. Luff* (38 Ch. D. 197).

We have now to consider what happens if the mortgagee parts with the estate, or, for some other reason, becomes unable to reconvey to the mortgagor.

If, after foreclosure, the mortgagee sells the property for less than the mortgage money, in which case it must be remembered that he sells as owner, not as mortgagee, he cannot bring an action for the balance unpaid of the mortgage money (*Lockhart v. Hardy*, 9 Beav. 349; *Perry v. Barker*, 8 Ves. 527a; same case, 13 Ves. 198); though possibly, even in this case, he may be able to bring his action if he can get back the estate so as to be able to restore it to the mortgagee on being paid.

There is a case of considerable complexity (*Re Burrell*, L. R. 7 Eq. 399) which appears to shew that where the mortgagee is, after foreclosure, owing to no fault of his own, unable to restore the property, he may still bring his action. In that case a mortgagee, by assignment of a term, created a sub-mortgage by demise, and after foreclosure by the sub-mortgagee, the head term, and with it the sub-term, became forfeited owing to no fault of his, and it was held that, though he could not by any possibility restore the term, he might bring an action on the covenant.

In a case cited in *Schoole v. Sall* (1 Sch. & Lef. 176), on the death of the mortgagee, not leaving any heir who could be found, the executor of the mortgagee was restrained from bringing an action on the covenant on the terms of the mortgage money being brought into court and remaining there till the heir was produced.

In *Schoole v. Sall* (1 Sch. & Lef. 176), where the mortgagee's solicitor asserted his right of lien on the deeds, the action on the covenant was restrained on the terms of the money being brought into court, to remain till the mortgagee procured the deeds and reconveyed.

We now proceed to the consideration of cases where the mortgagor has assigned or dealt with the equity of redemption.

Much confusion has arisen from not remembering that any rights which the mortgagor may acquire against his assignee by a transaction of this nature are quite distinct from those which he has against the mortgagee.

As between the purchaser of the equity of redemption and the

mortgagor, the effect of the purchase, even in cases where the purchaser enters into no express covenant to indemnify the mortgagor against his liability to pay the mortgage debt, is to create as against the purchaser, on his obtaining possession, an equitable obligation to indemnify the vendor against his personal obligations to the mortgagee: *Waring v. Ward* (7 Ves., at p. 337), where the words "on his obtaining possession" are apparently used as equivalent to "on completion," and do not mean that the purchaser must actually go into possession in order to create the obligation: see *Ashby v. Jenner* (ante, p. 576).

As between the purchaser of the equity of redemption and the mortgagee, the effect of the purchase is simply to give to the purchaser a right of redemption—in other words, he can require the mortgagee to convey to him on his paying him off, but it does not impose on the purchaser any personal obligation for payment.

It is hardly necessary to say that the sale of the equity of redemption by the mortgagor to a stranger cannot affect the nature of the contract as between himself and the mortgagee: the mortgagee can still sue the mortgagor on his covenant for payment, and on being paid must convey to him the legal estate in the property: *Palmer v. Hendrie* (27 Beav. 349, 28 *Ib.* 341). In this case, however, it would not be correct to make the reconveyance absolute in form, for the mortgagor has parted with all beneficial interest in property; he only requires an assignment of the legal estate for the purpose of securing to himself the payment by the owner of the equity of redemption of the money that he has been forced to pay to the mortgagee. The conveyance therefore will be, subject to the equity of redemption, vested in any person other than the mortgagee: *Pearce v. Morris* (5 Ch. App. 227). "In other words, the assignment of the equity of redemption does not render absolute a covenant on the part of the mortgagee which had previously been in equity conditional only. I think, therefore, that a mortgagor who has entirely parted with the equity of redemption nevertheless acquires, on being sued by the mortgagee, a new right to redeem, in the same way as a mortgagor who has been absolutely foreclosed acquires, on being sued, a new right of redemption" (per Stirling, J., in *Kinnaird v. Trollope*, ante, p. 645).

It may perhaps be questioned whether the right acquired by the mortgagor who has entirely parted with the equity of redemption on being sued by the mortgagee is accurately described as a new right of redemption: that is a right possessed by every person entitled to an interest, however small, in the mortgaged property, while in the case in question the mortgagor has ceased to have any interest in the mortgaged property.

In *Kinnaird v. Trollope* the rule was applied in a case of much complexity. A. mortgaged to B. for £12,000, then A. assigned the equity of redemption to C., who made a second mortgage to B. for £8,000; it was held that on B. suing A. for the £12,000 he was bound, on being paid the £12,000, to convey the property to him, subject to such equity as existed in any person other than B.

ON THE DURATION OF POWERS AND TRUSTS FOR SALE.

III.

TRUST OR POWER OF SALE FOR PAYMENT OF DEBTS.

It is the duty of every man to pay his debts. This duty can be enforced either against the debtor himself in his lifetime or after his death against his estate, and that notwithstanding any lapse of time since the debt was incurred, so long as it is not barred by the operation of the Statutes of Limitation. It follows that the intention of the person who creates a power of sale or a trust for sale for the payment of his debts must be that the power or trust should be capable of being exercised at any time while his debts remain unpaid.

Bearing in mind that it is, and always has been, impossible for a creditor to obtain payment of his debt by means of a sale of the real estate of his deceased debtor without taking legal proceedings, we shall be prepared to find the courts astute to put such a construction on trusts or powers of sale for the payment of debts as will enable them to be exercised at any time while the debts remain unpaid, as such a construction is presumably according to the intention of the testator. Accordingly, where the trust or

power is to sell and pay the debts within a certain period, the limitation as to time is considered to be directory only, and the power or trust is exercisable after the determination of the period: *Witchot v. Zouch* (1 Rep. in Ch. 183, same case (more fully reported) 10 Ha. 288, note), *Pearce v. Gardner* (10 Ha. 287), *Cuff v. Hall* (1 Jur. N. S. 972).

Sometimes the trust or power is made to arise "in case my personal estate is insufficient to pay my debts." In cases of this nature it might be thought that a purchaser was bound to inquire as to the sufficiency of the personal estate, or, in other words, that the trust or power did not arise till it appeared that the deficiency existed, and that the "reasonable" time began to run from that moment. Both these suppositions are incorrect; at law the personal estate is always primarily liable for debts and *expressio eorum quæ tacite insunt nihil operatur*" (see this maxim discussed Elphinstone, Norton, and Clark on Interpretation, at p. 85). The result appears to be that, though a trustee ought not to sell under a trust or power of this nature if he knows that the personal estate will be ample, still he may sell before he knows how the estate will turn out, and probably even if he knows that it will eventually be sufficient in cases where it is not immediately available; and, further, that a purchaser need not inquire into the sufficiency of the personal estate: *Greetham v. Colton* (34 Beav. 615).

It is, of course, a breach of trust to exercise a trust for sale, or power of sale, for the payment of debts at a time when no debts remain unpaid. It might be thought by a person reading *Forbes v. Peacock* (1 Phil. 717) (the marginal note to which appears to be incorrect) carelessly, that a sale by the trustees could be supported, notwithstanding that the debts had been paid, and that the purchaser was aware of that fact. This view, however, is erroneous; *Forbes v. Peacock* only decided that where there was a power of sale for the payment of debts and legacies without any express power to give receipts in the will of a testator dying before the power to give receipts was conferred on trustees by statute, the power implied by law of giving receipts on a sale for payment of debts remained in force on a sale for the payment of legacies at a time when all the debts had been paid.

On the one hand, as has already been said, it is a breach of trust to sell when all the debts are paid, so that a purchaser who is aware that this is the case does not acquire a good title: *Carlyon v. Truscott* (L. R. 20 Eq. 348); and, on the other hand, a purchaser is not bound to make any inquiry into the matter until after the lapse of a reasonable time from the time when the trust or power first became exercisable, which, in the common case of an immediate trust or power contained in a will, is the death of the testator: *Stroughill v. Anstey* (1 De G. M. & G. 563), *Devaynes v. Robinson* (24 Beav., at p. 94).

There has been much discussion as to what is a "reasonable" time: see *Sabine v. Heap* (27 Beav. 553), where the executors of executors sold twenty-seven years after the death of the testator, and nine years after the death of the sole executor named in the will: *Re Molyneux* (13 L. R. Ir. 382).

The true doctrine, as laid down by the Court of Appeal in *Re Tanqueray-Willaine v. Landau* (20 Ch. D., at p. 483), is that where the beneficiary is in possession, and twenty years have elapsed, the presumption is that the debts have been paid, and that a purchaser is not safe unless evidence is adduced that some debts remain unpaid.

LEGISLATION OF THE YEAR.

GLEBE LANDS.

51 & 52 VICT. C. 20.—GLEBE LANDS ACT, 1888.

The attempt which was made in 1887 to facilitate the sale of glebe lands has now been successful, and the provisions of the original Bill, upon which we commented at the time (31 SOLICITORS' JOURNAL, 297), are contained, with but little alteration, in the Act of the present year. The points chiefly to be noted are the positions assigned to the incumbent and to the Land Commissioners. By section 8 (4) it is provided that, subject to the provisions of the Act, the incumbent shall have, so far as circumstances permit, the same powers with respect to the sale of glebe lands, and the preliminary contract, as a tenant for life under the Settled Land Act, 1882. Thus the actual conveyance will be made by him, while the Land Commissioners are put in the position of trustees, though with increased

powers. Thus by section 3 (1) their approval to the sale must first be obtained, and by section 2 application for this purpose must be made to them by the incumbent. In addition to this he must first serve notices on the bishop and the patron, who are thereupon entitled to object, though the Land Commissioners may overrule their objection, if they think that it ought not to prevent the sale, and that the sale will be for the permanent benefit of the benefice. Provisions to this effect are contained in section 3 (1), which also prohibits altogether the sale of the parsonage house and appurtenances, as well as of land necessary for the convenient enjoyment of the house. In case of the Land Commissioners overruling the objection of the bishop or patron, they are to state their reasons for so doing in writing (section 3 (2)), but nevertheless no appeal from their decision is given.

We have already pointed out (31 SOLICITORS' JOURNAL, p. 297) that the requirement of the consent of the bishop and patron will increase the cost and difficulty of sales without any corresponding benefit, but a more substantial interest is that of a mortgagee or other creditor who has a charge upon the land. If the sale takes place, then, by section 6 (1), the land vests in the purchaser free from incumbrances, and the incumbrancers' rights and remedies are transferred as nearly as may be to the purchase-money. Before the sale, however, notice is to be served upon him, and if he makes out that he will be damaged thereby the Land Commissioners may withhold their approval (section 6 (2)). The same section goes on to provide that the commissioners may make arrangements for the due maintenance or for the discharge of the incumbrance; but, where it is to be paid off by a limited number of annual instalments, such arrangements must cast the burden on the present incumbent, so far as is proper, and must not prejudice the future interests of the benefice. The usual notice to the incumbrancer may be dispensed with upon payment of a proper sum in lieu thereof (section 6 (3)).

Certain restrictions on the sale are contained in section 5 (2), where the land is subject to a lease for more than twenty-one years, or where the rent is less than two-thirds of the full annual value, or where there are minerals which are or may become of considerable value. Moreover, by section 8 (1) part of the land at least must be offered for sale in allotments, unless the price would thereby be diminished, and by section 8 (2) notice of the proposed sale must be given to the parishioners. Sub-section (3) of the same section provides that the approval of the Land Commissioners shall be conclusive evidence of the requirements of the Act having been complied with.

Section 4 provides that the purchase-money is to be paid to and, in the first instance, invested by, the Land Commissioners, and their receipt is to be a sufficient discharge. The range for investment (sub-section (2)) includes Government securities, railway debenture stock, when a dividend has for ten years been paid on the ordinary shares, and county or municipal borough stock, when such an investment is by law permitted to trustees, and when the population of the county or borough exceeds 100,000. Also the purchase-money may be applied in the redemption of land tax or quit rents on other parts of the glebe lands, or in the purchase of convenient land adjacent to the parsonage house. The investments are to be made in the names of the Ecclesiastical Commissioners (sub-section (3)), who are to be treated as the sole owners, and are to arrange for the payment of dividends (sub-section (4)). Subject to other payments directed by the Act, these, of course, go in the same way as the income of the land (sub-section (5)). Where, however, land is purchased it is to be conveyed to the incumbent (sub-section (6)). The other payments just referred to are intended to provide for dilapidations whereby the purchase-money is diminished and for which the incumbent is liable (section 5 (1)), and also for any annual charge which may exist on the benefice in favour of the incumbent of any other benefice. The Ecclesiastical Commissioners may, if they think fit, set apart a portion of the securities to meet such charge, and thereupon liberate the benefice from its liability in respect thereof (section 7). Special arrangements are to be made, as we have just seen, for the payment of incumbrances.

By section 9 (1) the Land Commissioners are to make rules as to procedure under the Act, but subject to the approval of the Lord Chancellor and to being laid before Parliament.

By sub-section (2) the Commissioners of the Treasury are to regulate the fees payable to the Land Commissioners.

Sections 10 and 11 refer to the procedure with regard to patrons in certain special cases, and also with regard to bishops, and section 12 is an interpretation clause, according to which the expression "glebe land" includes any manor, land, or tenement forming the endowment or part of the endowment of a benefice.

By section 1 the Act is not to extend to Scotland or Ireland.

DISTRESS FOR RENT.

51 & 52 VICT. C. 21.—LAW OF DISTRESS AMENDMENT ACT, 1888.

This Act, which does not apply to Scotland or Ireland, requires the

immediate attention of lawyers; for, although the commencement of the greater part is reasonably postponed until the 31st of October next, for some reason which we cannot divine one of the most important provisions is made to take effect from the 7th of August last, when the Act passed. It is interesting to consider how many innocent illegal distresses may have been made in England and Wales between the date of the passing of the Act and the time when a copy of it could be obtained from the Queen's printers, and how many less justifiable illegal distresses have been and will be made between the time when copies could be obtained and the time when the Act comes to the knowledge of bailiffs who levy distresses.

The provision to which we refer (section 4) adds another to the now long list of classes of goods absolutely privileged from distress—namely, "any goods or chattels of the tenant or his family which would be protected from seizure in execution under section 96 of the County Courts Act, 1846 [9 & 10 Vict. c. 95], or any enactment amending or substituted for the same." The chattels exempted from seizure in execution by the last-mentioned section are "the wearing apparel of such person or his family and the tools or implements of his trade to the value of £5." But this exemption is not to apply in case (1) the distress is made after "the lease, term, or interest of the tenant has expired," and (2) possession of the premises has been demanded, and (3) the distress is made "not earlier than seven days after such demand." Why the word "expired" should have been used in this connection, instead of the words "ended or determined," used in the Act (8 Anne, c. 14, s. 6) which gives the right to distrain after the end of the tenancy, we cannot conceive, it is certainly an inappropriate word for the determination of a tenancy from year to year by notice to quit. The object of the provision appears to be to afford an inducement to the tenant to give up possession on demand; if he does not quit within seven days after demand, he may by the landlord's distress be left without a single stick of furniture.

The rest of the Act consists mainly of an extension to all tenants of the provisions of sections 50, 51, and 52 of the Agricultural Holdings Act, 1883, with certain modifications. Section 5 repeals section 1 of 2 W. & M. c. 5, relating to appraisement before sale of the goods distrained, but instead of the repeal being absolute, as in the Agricultural Holdings Act, it is qualified in a very novel manner. The section is repealed "except in cases where the tenant or owner of the goods and chattels by writing requires such appraisement to be made." Upon such request being made, therefore, the repealed section revives, subject, we presume, to the provisions of the Parish Constables Act, 1872 (35 & 36 Vict. c. 92), s. 13, which dispensed with the necessity for the attendance of the sheriff, or under-sheriff, or parish constable, and the swearing of the appraisers. The exception seems to shew a strange ignorance on the part of the framers of the present Act of the practical working of the provision as to appraisement. The appraisers are appointed by the landlord, and need not be professional appraisers (*Roden v. Eyton*, 6 C. B. 427). As above mentioned, they are not now required to be sworn to appraise the goods "truly according to the best of their understandings"; the appraisement is therefore a mere form, and its only practical value is to protect the landlord in case of a sale alleged to be at an undervalue, since goods sold at the appraised value are presumed to have been sold at "the best price that can be gotten for the same," within the Act of 2 W. & M. c. 5: *Walter v. Rumbal* (1 Lord Raym., at p. 55). It is therefore very unlikely that any tenant or owner of goods distrained will be disposed to request an appraisement, especially as the present section 5 imposes the cost of such appraisement (including the stamped memorandum) on the tenant or owner of goods requiring it to be made.

It will be observed that the power to require an appraisement is given not only to the tenant but to the owner of any goods distrained, and that, if the owner of a part of the goods on the premises requires an appraisement, he will have to pay all the costs of the appraisement both of his own goods and of the tenant's goods; for, since section 1 of 2 W. & M. c. 5 revives on the request being made, all the goods distrained must be appraised.

The same section extends to all distresses the provisions of section 50 of the Agricultural Holdings Act, 1883, relating to the obligation on the landlord, on the request in writing of the tenant or owner of the goods distrained, to remove them "to a public auction room or to some other fit and proper place specified in such request," and to sell them there; the cost of removal, and any damage to the goods arising therefrom, being borne by the person requesting the removal. The framers of the new Act have not amended the singular blunder in section 50 of the Agricultural Holdings Act, 1883, which, while requiring the goods to be removed to "a public auction room," omitted to provide that they should be sold by auction.

No time is specified within which either of the requests provided for by section 5 may be made, but apparently it may be the last moment of the period allowed for replevying the goods distrained, or perhaps the request may be made up to the time of their actual sale.

Section 6 re-enacts *verbatim* (with the omission only of the restric-

tion to agricultural holdings) the provision of section 51 of the Agricultural Holdings Act, 1883, relating to the extension of time to replevy from five to not exceeding fifteen days, upon the request in writing of the tenant or owner of the goods, and his giving security for any additional costs occasioned by such extension. No trouble has been taken to amend the previous provision, either by specifying "fifteen clear days" (which we conceive is intended), or stating within what time the request may be made, but it would seem that it may be made at any time before actual sale of the goods.

Section 7 extends to all distresses (subject to certain modifications) the provision of section 51 of the Agricultural Holdings Act, 1883, relating to the levying of distresses by certified bailiffs. After the 31st of October next no person is to act as bailiff to levy any distress for rent unless he is authorised by a certificate in writing under the hand of a county court judge. Such certificate may be either general or apply to a particular distress or distresses, and may be granted at any time after the passing of the Act (7th August, 1888) "in such manner as may be prescribed by rules under this Act." In addition to the penalty of cancellation of the certificate for extortion or misconduct, section 7 provides that "nothing in this section shall be deemed to exempt such bailiff from any other penalty or proceeding to which he may be liable in respect of such extortion or misconduct." What "penalty or proceeding" can be taken against an uncertificated bailiff who has levied a distress? The last clause of the present section provides that he, as well as the person authorising him to levy the distress, shall "be deemed to have committed a trespass"; and the landlord would, no doubt, be liable for an irregular distress, but we do not see what "penalty" can be referred to in the former part of section 7. It does not seem that the penalties imposed on county court bailiffs by sections 116 and 117 of the County Court Act, 1846, apply to bailiffs certificated by a county court judge, who are not officers of the court.

Section 8 enables the Lord Chancellor, after the passing of the Act, to make, alter, and revoke rules for regulating the security (if any) to be required from bailiffs, and for regulating the costs of distresses, and for carrying into effect the objects of the Act. This provision accounts for the repeal, from the 31st of October next, of section 49 of the Agricultural Holdings Act, 1883, which limits the costs of distresses on agricultural holdings. It is to be hoped that the person who frames the rules relating to costs of distresses will bear in mind the question decided in *Coope v. Johnson* (17 Q. B. D. 714). Sections 50, 51, and 52 of the Act of 1883 are also repealed as from the 31st of October next.

CASES BEFORE THE VACATION JUDGE.

DENMAN, J., on taking his seat at 12.55 p.m. on Wednesday last, said that he regretted having kept all the gentlemen present waiting since 11 o'clock, the time fixed for the sitting of the court. The work in chambers was so heavy that it was impossible for him to get through it by 11 o'clock. He had consulted with the chief clerk, and with the approval of the bar he should next week take the work in court on Wednesday at 11 o'clock, and the work in chambers on Friday. This week he should dispose of the cases remaining from to-day's list on Friday, August 31, at 11.30.

FFYE v. GWYNNE—Denman, J., 24th August.

COMPANY—ULTRA VIRES—SALE OF UNDERTAKING—FIDUCIARY POSITION—INJUNCTION—COMPANIES ACT, 1862 (25 & 26 VICT. c. 89), ss. 95, 129, 133, 161.

The plaintiff, on behalf of himself and all the shareholders of the defendant company other than the remaining defendants, brought an action against J. E. A. Gwynne, Sir Rawson W. Rawson, H. W. Scriven, G. L. Whateley, and the Pilsen Joel General Electric Light Co. (Limited), claiming (1) that an agreement for the sale of the undertaking of the defendant company to the defendant Gwynne, alleged to have been entered into at a meeting of shareholders of the company held on the 10th of August, 1888, might be declared fraudulent and void, and *ultra vires*, and not binding upon the company, or the plaintiff, or other shareholders. (2) An injunction restraining the defendants Rawson, Scriven, and Whateley, as directors of the company, from carrying out the said agreement, and the defendant Gwynne from entering into or continuing in possession of or dealing with the property, assets, or undertaking of the company or any of them, or any part thereof, under such agreement. (3) A receiver. The company was formed in 1882, and possessed thirteen patents for electric lighting, and three stations for installation. The objects of the company were (among other things) to sell, let, or dispose of all or any property of the company and to make any such sale in consideration of (among other things) shares, stock, or debentures of any other company. The articles of association gave the directors power to purchase and acquire the business, works, or property of the company, and to sell, grant, let upon lease, &c., "all or any part of the property," with powers of borrowing. The plaintiff alleged that the defendant Gwynne, an engineer, had agreed to purchase, and the directors had agreed to sell to him the business, property, and entire undertaking of the

company as a going concern, with all its assets, for £4,550; that the price was inadequate; that a greatly enhanced price could readily be obtained by the exercise of ordinary care and diligence, that the sale was not *bona fide* nor for the benefit of the general body of shareholders, but was entered into by the defendant Gwynne while acting in a fiduciary capacity in relation to the affairs of the company; and that the shareholders had not had reasonable opportunity of exercising their option as to such sale. According to the plaintiff's case there were 400 members of the company holding 22,000 shares, originally of £4 each, afterwards reduced to £2, of which £1 8s. was paid up. The plaintiff was the holder of 665 shares. On the 27th of June, 1888, at a general meeting of the company a resolution was passed that the directors be instructed to consider the best means of disposing of the property, goodwill, and assets of the company, and Messrs. Phillips, Gwynne, and Parrish, and the plaintiff were appointed a shareholders' committee to act with the directors in arranging and negotiating such sale, subject to the consent of the shareholders being obtained before any proposal for purchase was accepted. On the 17th of July, 1888, advertisements were inserted in various newspapers offering the business of the company for sale by tenders, to be received on or before the 25th of July, but no tenders were received. The plaintiff proposed that an attempt should be made privately to find a purchaser. This was opposed by the defendants, and on the 4th of August a lithographed draft of a statement to the shareholders was produced at a committee meeting, recommending the sale to the defendant Gwynne of the whole undertaking and all assets for £4,550, with an option to holders of 200 shares and upwards of joining in Mr. Gwynne's purchase. The plaintiff opposed this proposal, and the number of qualifying shares was reduced to 100, but he still protested on behalf of 335 shareholders, who, he alleged, held less than 100 shares each, and would be unfairly treated by the proposed agreement. He further alleged that the company was solvent; that the value of the plant and machinery was over £10,000, and of the patents £25,000; that a call had recently been made realising £3,315, being more than enough to meet all liabilities; that £87,000 had been received by the directors as well as an average income of £5,200 a year, the Government guaranteeing £1,200 a year to the Bethnal Green Museum branch; and that the balance at the bank was £1,500. On the 2nd of August, 1888, notice was given of a meeting of the company on the 10th inst., (1) to consider the offer of Gwynne; (2) to wind up the company voluntarily; or (3) in the alternative, to call up the balance of 12s. per share and carry on the business. An explanatory statement was posted on the 4th of August; the 5th was a Sunday; and the 6th was a Bank Holiday. The notice stated that all proxies must be lodged forty-eight hours before the meeting. Gwynne was the holder of 875 shares, but before the meeting he bought about 3,000 shares, including 1,300 shares belonging to Phillips, who signed the recommendation for sale to Gwynne. On the 10th of August thirteen shareholders voted for the resolution and twelve against, and on a poll 6,352 shares were for and 1,424 against the resolution. Gwynne offered £6,000 for the business if the preferential clause as to holders of 100 shares was omitted, but this offer was refused. The defendants disputed the figures as to the value of the property. Gwynne paid £3,000 on account of the purchase-money, and entered into possession of the business. He said that the price was the best that could be got, and that the preferential clause having been dropped, all the shareholders were on an equality; that the contract was *bona fide* and within the powers of the company, and that he was not acting in a fiduciary capacity when the agreement was entered into. The case now came on for motion for an interim injunction. It was contended for the plaintiff that the agreement was *ultra vires* and void; that Gwynne, as a member of the shareholders' committee, was in the position of a trustee for sale, and was precluded from purchasing the property from his *cestui que trust*; that the court would not go into the question of price; and that the company had no power under the memorandum of association to sell the whole undertaking, and the articles of association could not confer such power. Reference was made to Lindley on Partnerships, 4th ed., vol. 1, p. 606; *Ernest v. Nicholls* (6 H. L. Cas. 401), *Menier v. Hooper's Telegraph Works Co.* (22 W. R. 396, 9 Ch. App. 350), *Griffith v. Paget* (35 W. R. 523, 5 Ch. D. 899), *Ex parte Lacey* (6 Ves. 628), *Gregory v. Patchett* (33 Bev. 595), *North West Transportation Co. v. Beatty* (12 App. Cas. 589), *Ashbury v. Riche* (24 W. R. 794, 7 H. L. 653), *Bird v. Bird's, &c., Co.* (L. R. 9 Ch. 358). For the defendants it was contended that the plaintiff had allowed the meeting of the 2nd of August to be held; that the memorandum of association authorises the sale of "all or any property of the company"; that Gwynne was not a trustee for sale, having been appointed to confer with the directors; and that his duties as a member of the shareholders' committee were at an end on the 10th of August. Reference was made to sections 95, 129, 133, and 161 of the Companies Act, 1862; also to Palmer's Company Precedents, 4th ed., p. 156, Form 55; *Re Oriental Bank Corporation* (56 L. T. N. S. 868), *McDougall v. Gardiner* (23 W. R. 846, 1 Ch. D. 13), *Southall v. British Mutual Life Assurance Society* (16 W. R. 865, 6 Ch. App. 614).

DENMAN, J., said that his present view of the case was that it would be wrong to discuss very closely the grounds of his present decision. Important questions were raised—one, whether there could be such a resolution as that on which the agreement in question was come to. The company was a going concern, and apparently solvent, if not prosperous. As to the conduct of the chairman and the directors of the company, on the affidavits they might be credited with having acted with perfectly fair intentions. He abstained from expressing an opinion as to whether the conduct of Gwynne was proper, considering his relations with the company. He left that for the decision on full consideration of a judge of a court of equity. The plaintiff's conduct was not favourable to a person bringing an action, but he was acting on behalf of all the share-

holders, and was supported by a considerable number. No doubt the shareholders on both sides were influenced by *ex parte* statements. There was, however, a serious question which must be decided at the trial—namely, whether the sale of the whole undertaking and assets of the company under the agreement of the 10th of August, 1888, to Gwynne could be supported at law or on the facts. This could not be decided on the present application. The question now was one of convenience, and it would be a greater inconvenience to leave Gwynne at the present stage of the transaction uninterfered with. It seemed more convenient that the matter should be so dealt with that the original status of the company should remain as the normal state of things rather than that Gwynne should be allowed to start a new state of things which might prejudice the right of the small shareholders to have things unaltered and the business kept as a going concern. In that view the proper course would be to grant an injunction to restrain the defendants from acting upon the terms of the agreement so as to prejudice the rights of the minority until the trial of the action. It was said that a meeting of the shareholders would shortly be held, but he hoped that that meeting would not decide anything which would lead to the result of the acts of the majority being ultimately held wrong, and the company being wrecked by the state of affairs so produced. It should be understood that any question of language in the claim such as "fraudulent and void" was reserved till the trial, for he gave no opinion upon such matters. A case for an interlocutory injunction had been made out, and the injunction must go in the terms of the notice of motion, except against Scriven, who had not been served, the plaintiff giving the usual undertaking in damages, and the costs to be costs in the action.—COUNSEL, *W. E. Kennedy, Q.C., and Pochin; Marten, Q.C., and H. D. MacLaren; Millar, Q.C., and Rawson.* SOLICITORS, *E. A. Fuller; Parker, Garrett, & Parker.*

In re UNIVERSAL DISCOUNT CO. (LIM.)—Denman, J., 29th August.

COMPANY—WINDING-UP—ADVERTISEMENT—ENLARGEMENT OF TIME—GENERAL ORDER, 1862 (COMPANIES ACT, 1862, 25 & 26 VICT. c. 89), RR. 6, 73—EX PARTE MOTION.

In this case a motion was made, *ex parte*, for an extension of time for advertising the order to wind up the company. Rule 6 of the General Order, 1862, provides that "Every order for the winding up of a company by the court or subject to its supervision shall, within twelve days after the date thereof, be advertised by the petitioner once in the *London Gazette*, and shall be served upon such persons (if any) and in such manner as the court may direct." Rule 73 provides that "The power of the judge sitting in chambers to enlarge or abridge the time for doing any act, or taking any proceeding, to adjourn or review any proceeding and to give any direction as to the course of proceeding is unaffected by these rules."

DENMAN, J., made the order.—COUNSEL, *A. Chitty.* SOLICITOR, *H. Keeble.*

HOLE v. CHARD GUARDIANS—Denman, J., 29th August.

NUISANCE—INJUNCTION—VACATION BUSINESS.

In this case counsel, on behalf of the plaintiffs, asked that a motion to restrain the defendants from fouling a stream by imperfect working of sewage works at Crewkerne might stand over to answer affidavits.

DENMAN, J., allowed the motion to stand over, but said that he had read through the affidavits, which were voluminous. The case was a difficult and doubtful one, and would give considerable trouble to any judge before whom it might come. It would be much better if the parties could come to some agreement to settle the matter; he was unwilling to treat the matter as vacation business. On the plaintiff's affidavit the nuisance had existed for some considerable time.—COUNSEL, *Millar, Q.C.; Marten, Q.C.*

In re WESTMORELAND GREEN AND BLUE SLATE CO. (LIM.)—

Denman, J., 29th August.

COMPANY—LIQUIDATOR—APPOINTMENT.

In this case an application was made on behalf of the company that Mr. Heslton should be appointed official liquidator. It was contended, on behalf of thirteen shareholders holding 970 shares, that an independent person should be appointed liquidator, not the nominee of the directors. Reference was made to section 92 of the Companies Act, 1862.

DENMAN, J., said that he was of opinion that Mr. Heslton was the right man, and he should appoint him official liquidator, and the respondents must pay the costs of the adjournment of the summons into court.—COUNSEL, *Marten, Q.C., and Bramwell Davis; Millar, Q.C., and A. Pochin.*

Re WRIGHT, MORRISON v. JONES—Denman, J., 29th August.

RECEIVER—NO LEGAL PERSONAL REPRESENTATIVE—PROCEEDINGS PENDING IN THE PROBATE COURT.

In this case an application was made for the appointment of Jane West as receiver and manager. It was contended, on behalf of the respondents, that the motion was misconceived, as no legal personal representative had been appointed, and proceedings were pending in the Probate Court. For the motion it was argued that the court had jurisdiction, notwithstanding that the Probate Court also had jurisdiction: *Seton on Decrees*, 4th ed., p. 411; *Blackett v. Blackett* (19 W. R. 559); *Parkin v. Seddons* (16 Eq. 34); *Dering v. Brookes* (54 L. J. Ch. 694); *Steer v. Steer* (13 W. R. 225, 2 Dr. & Sm. 311); *Probate Act*, 1857, ss. 70, 71.

DENMAN, J., made the order appointing a receiver and manager, and referred it to chambers to appoint a particular person.—COUNSEL, *Dr. Thomson; H. T. Eve.* SOLICITORS, *T. R. Watson; Sazelly & Faulkner.*

Re ISAAC EVANS, EVANS v. EVANS—Denman, J., 29th August.

ATTACHMENT—IRREGULARITY—R. S. C., 1883, Ord. 52, r. 4.

In this case counsel moved on behalf of the defendant, Rebecca Evans, to set aside an order giving leave to issue a writ of attachment on the ground that no copy of the affidavit proving service of the order, which the defendant had not complied with, upon the defendant had been served upon the defendant with the notice of motion for leave to issue a writ of attachment, nor within two clear days before the day named for the motion. Ord. 52, r. 4, of the Rules of Court, 1883, provides that "Every notice of motion to set aside, remit, or enforce an award, or for attachment, or to strike off the rolls, shall state in general terms the grounds of the application; and where any such motion is founded on evidence by affidavit, a copy of any affidavit intended to be used shall be served with the notice of motion." On behalf of the defendant it was contended that a copy of the affidavit of service of the order disobeyed should have been served on the defendant: *Re Lysaght, Blythe v. Baumgartner* (W. N., 1887, p. 23, 31 SOLICITORS' JOURNAL, 233). For the plaintiff the cases were cited of *Whitham v. Whitham* (W. N., 1885, p. 176), and *Schirges v. Schirges* (W. N., 1886, p. 85, 30 SOLICITORS' JOURNAL, 403).

DENMAN, J., said that as an *actus curiæ* he should allow the order to be discharged. If the order was irregular, and there appeared to be some doubt about it, it was better that it should be discharged.—COUNSEL, *G. T. Millar; E. Ford.* SOLICITORS, *Smiles, Binyon, & Ollard, for T. H. Belcher, Cardiff; F. Venn & Co.*

LAW STUDENTS' JOURNAL. STUDENTS' STATUTES OF THE SESSION.

II.

THE RECORDERS, MAGISTRATES, AND CLERKS OF THE PEACE ACT, 1888 (51 & 52 VICT. c. 23),

Enables the authority having power to appoint a recorder, stipendiary magistrate, or clerk of the peace to appoint or remove a deputy if such recorder, &c., by reason of illness, absence, or other cause is incapable of so doing. Every deputy so appointed is to have, during his appointment, all the powers of the officer for whom he is appointed.

MERCHANT SHIPPING (LIFE SAVING APPLIANCES) ACT, 1888 (51 & 52 VICT. c. 24).

Section 1 imposes an obligation on shipowners to see that their ships are provided with life-saving apparatus in accordance with rules laid down in the Act.

Section 4—If any ship proceeds on a voyage without being so provided, or such appliances are lost in the course of the voyage through the wilful fault or negligence of the owner or master, or are not replaced or repaired on the first opportunity, or are not kept fit and ready for use, the owner, if in fault, incurs a penalty of £100, and the master, if in fault, £50.

Other sections provide for the appointment by the Board of Trade of a consultative committee for framing rules, and for the inspection of ships by surveyors, who must notify in writing deficiencies to the master or owner and to the collector of customs of the port at which the ship may seek to clear. The collector of customs is not to allow the vessel to proceed to sea without a certificate of the surveyor that she is properly equipped with life-saving apparatus.

RAILWAY AND CANAL TRAFFIC ACT, 1888 (51 & 52 VICT. c. 25).

Section 2 establishes a new Railway and Canal Commission, which is to have an official seal, &c., and be a court of record. Not less than three commissioners are to attend at the hearing of a case and an *ex officio* commissioner is to preside, whose opinion on a point of law is to prevail. The commissioners are to have the jurisdiction of the Railway Commissioners, also jurisdiction as to the legality of tolls, rates, charges on merchandise traffic, and to order facilities for traffic requisite in the interest of the public, notwithstanding any agreement (sections 8–11). In addition to other relief, they may award damages to a complaining party who is aggrieved; complaint to be made within one year from discovery of the matter.

Section 17.—No appeal is to lie from the commissioners upon a question of fact, or upon any question regarding the *locus standi* of the complainant; but in other matters appeals are to be to "a superior court of appeal," whose decision will be final except where two courts of appeal have differed in opinion, when leave may be given to appeal to the House of Lords. The commissioners are invested with extensive powers of procuring the attendance of witnesses, production of documents, &c., but there is to be no punishment for contempt of court except with the consent of an *ex officio* commissioner.

Section 27.—Whenever it is shown that any railway company charge one trader or class of traders lower rates than they charge other traders or classes of traders, or make any difference in treatment of traders, the burden of proving that such lower charge, &c., does not amount to an undue preference is to lie on the railway company.

Section 38.—In case a railway company have obtained control of a canal and the rates charged are calculated to divert traffic from the canal to the railway the commissioners may, on the application of any person interested in the traffic of the canal, alter and adjust the rates and tolls.

Section 39.—Canal companies are to make certain returns yearly to the

Registrar of Joint-Stock Companies, and, on failure, are to be liable to a fine of £5 per day.

Section 42.—Railway companies' funds, except by statutory authority, are not to be applied in the acquisition of canal interests. Any canal interest purchased in contravention of this provision is to be forfeited to the Crown, and the officers authorising or permitting such purchase are to repay to the railway company the sums so applied. Proceedings to enforce this provision may be taken by any shareholder.

Section 45.—The abandonment of disused canals may be authorised by the Board of Trade under certain conditions.

Section 49.—Penalties recoverable on summary conviction are to be recovered in the manner directed by the Summary Jurisdiction Acts.

THE HAWKERS ACT, 1888 (51 & 52 VICT. c. 33).

Section 3.—Hawkers' licences are subjected to a duty of £2 annually.

Section 4.—Licences are not to be granted (otherwise than by way of renewal) except on the production of a certificate of good character, signed by a minister of the parish where the hawker resides and two householders of such parish, or by a justice or an inspector of police.

Section 5.—The fine for hawking without a licence, or not producing a proper licence on demand, is £10.

LEGAL NEWS.

OBITUARY.

Mr. SAMUEL THEOPHILUS GINN DOWNING, barrister, died at Penzance on the 8th ult. Mr. Downing was the only son of Mr. Samuel Downing, of Penzance, and was born in 1827. He was admitted a solicitor about the year 1850 (having been articled to his uncle, Mr. William Ginn, of Falmouth) and he practised for about twenty-seven years at Redruth. He retired from practice about ten years ago, and he was called to the bar at Lincoln's-inn in November, 1881. He was a deputy-warden of the Stannaries for Devon and Cornwall, and a magistrate and a commissioner of taxes for the county of Cornwall. Mr. Downing leaves a widow and two daughters. He was buried at Redruth on the 11th ult.

Mr. BROMLEY CHALLENGER, solicitor, of Abingdon, died on the 20th ult. Mr. Challenger was born in 1821. He was admitted a solicitor about the year 1844, and he practised for forty years at Abingdon, where he had a large practice, and formerly held some important offices. He was for thirty years clerk to the county magistrates, clerk to the Land Tax Commissioners for the borough of Abingdon, clerk to the Abingdon Board of Guardians, and superintendent registrar. He was also auditor of the Littlemore Lunatic Asylum. He had served the office of mayor of Abingdon. Mr. Challenger retired from practice about four years ago. His son, Mr. Bromley Challenger, junior, is town clerk, clerk of the peace, and coroner for the borough of Abingdon, and coroner for the Abingdon Division of Berkshire. Another son, Mr. Edward Marchant Challenger, is deputy coroner and clerk to the Abingdon Highway Board.

Mr. EDWARD BAILEY, solicitor, the head of the firm of Baileys, Shaw, & Gillett, of 5, Berners-street, died at his residence, Springfield, Streatham, on the 31st ult., after a short illness. Mr. Bailey was the son of Mr. Edward Savage Bailey, solicitor, and was born in 1823. He was admitted a solicitor in 1845, when he became a member of the firm of Bailey, Smith, Shaw, & Bailey, and for forty years he carried on a large West End practice. He was, at the time of his death, associated in partnership with Mr. Edward Horsman Bailey, Mr. Norman Coles Bailey, Mr. John Shaw, and Mr. William Edward Gillett. Mr. Bailey was solicitor to the Duke of Portland and to the West Middlesex Waterworks Co. He was a director of the Law Life Assurance Society.

Mr. ROBERT ARUNDEL, solicitor, of Pontefract, died on the 26th ult. Mr. Arundel was born in 1823. He was admitted a solicitor in 1854, and he had since conducted an extensive practice at Pontefract. He was, at the time of his death, in partnership with his son, Mr. Walter Brown Arundel, who was admitted a solicitor in 1876. He was a perpetual commissioner for the West Riding of Yorkshire, and steward of the manor of Tanshelf. He was for many years a member of the Pontefract Town Council, and he was elected an alderman in 1862, and mayor in 1865. Mr. Arundel was a magistrate for the borough, and a governor of the King's Grammar School. He leaves a widow, three sons, and three daughters. Mr. Arundel was buried on the 29th ult.

Mr. JOHN NEWMAN, solicitor, formerly of Aylesbury, died at Brands House, Hughenden, on the 17th ult., in his ninety-fifth year. Mr. Newman was the eldest son of Mr. John Newman, and was born in 1795. He was admitted a solicitor about the year 1817, and he practised for many years at Aylesbury in partnership with the late Mr. Tindal, clerk of the Peace for Buckinghamshire. He retired from practice about half a century ago. Mr. Newman was a friend and an active supporter of the Earl of Beaconsfield. He was a magistrate and deputy-lieutenant for Buckinghamshire. He was married in 1819 to the daughter of Mr. John Turner. He had been for many years a widower, and he leaves three sons and two daughters. Mr. Newman was buried at Hughenden Church on the 23rd ult.

The Right Hon. Sir JOHN ROSE, Bart., Q.C., G.C.M.G., died suddenly on the 25th ult. from disease of the heart, while deerstalking in Calthness-shire. Sir J. Rose was the eldest son of Mr. William Rose. He was born in 1820, and he was educated at the University of Aberdeen. He went to Canada at an early age, and he served as a volunteer during the suppression

of the Canadian Rebellion. He was called to the bar in Lower Canada in 1842, and he became a Queen's Counsel for the colony in 1847. In 1857 he was Solicitor-General for Lower Canada, and in 1859 he became Minister for Public Works. He was the first Finance Minister appointed for the Dominion of Canada. In 1870 he was a member of the Joint Commission for the Alabama Treaty, and in the following year he was created a baronet. He returned to England in 1886, and he was created a Knight Grand Cross of the Order of St. Michael and St. George in 1878, and a Privy Councillor in 1886. He had been Receiver-General for the Duchy of Cornwall since 1883. Sir J. Rose was a director of the London and Westminster Bank, the Royal Bank of Scotland, and the Royal Exchange Assurance Co., and Deputy-Governor of the Hudsons Bay Co. He was married first to the daughter of Mr. Robert Emmett Temple, and secondly to the Dowager Marchioness of Tweeddale. He is succeeded in the baronetcy by his eldest son, Mr. William Rose, of the Quebec ber. Sir Rose was buried at Guildford on the 29th ult.

APPOINTMENTS.

Mr. JAMES HOWARD BOWEN, solicitor, of Weymouth, has been appointed Deputy-Coroner for the Island of Portland. Mr. Bowen was admitted a solicitor in 1881.

Mr. SAMUEL BROMLEY GARRARD, solicitor, of Worcester, has been appointed a Commissioner to administer Oaths in the Supreme Court of Judicature.

Mr. NICHOLAS ATKINSON, Puisne Judge of the Supreme Court of the Colony of British Guiana, has been appointed to act as Chief Justice of British Guiana. Mr. Justice Atkinson was called to the bar at the Inner Temple in Trinity Term, 1867.

Mr. GEORGE FELL, solicitor, of Aylesbury, has been appointed Conservative Registration Agent for the Aylesbury Division of Buckinghamshire. Mr. Fell was admitted a solicitor in 1850.

Mr. ROBERT ANDERSON, barrister, LL.D., has been appointed an Assistant-Commissioner of Police for the Metropolis. Mr. Anderson was educated at Trinity College, Dublin, where he proceeded to the degree of LL.D. He was called to the bar at Dublin in 1863, and he was called to the bar at the Middle Temple in Easter Term, 1870. He has been secretary to the Prisons Commissioners since 1878.

Mr. HENRY MORTIMER DURAND, barrister, C.S.I., who has been appointed to Proceed on a Special Mission to the Ameer of Cabul, is the second son of Major-General Sir Henry Durand, K.C.S.I., and was born in 1850. He was called to the bar at Lincoln's-inn in November, 1872. He has been a member of the Bengal Civil Service since 1872, and he has been for several years secretary to the Government of India in the Foreign Department. Mr. Durand was created a Companion of the Order of the Star of India in 1884.

CHANGES IN PARTNERSHIPS.

DISSOLUTIONS.

RICHARD LESLIE STOWELL BADHAM and HENRY MARTIN GORE (Badham & Gore), of 13, Little Queen-street, Westminster, solicitors. August 17. [Gazette, Aug. 24.]

WILLIAM LA COSTE BOWDEN and CHARLES HARRY CLEMENTSON (Bowden & Clementson), of 50, Blackfriars, Manchester; Patricroft, Lancs; and Mossley, Yorks; solicitors. July 30. The said William La Coste Bowden will carry on the business under the same style on his own account. [Gazette, Aug. 28.]

GENERAL.

According to *Kemp's Mercantile Gazette*, the number of failures in England and Wales gazetted during the week ending August 25 was ninety-seven. The number in the corresponding week of last year was seventy-four, showing an increase of twenty-three, being a net increase in 1888, to date, of twenty.

WINDING UP NOTICES.

London Gazette.—FRIDAY, AUG. 24.
JOINT STOCK COMPANIES.

LIMITED IN CHANCERY.

CONTRACT AND AGENCY CORPORATION, LIMITED.—Petn for winding up, presented Aug 22, directed to be heard before the Vacation Judge on Wednesday, Sept 5. Abraham & Co., Old Jewry, solom for petn.

JOHN T. DUCK & SONS, LIMITED.—Denman, J., has fixed Sept 5 at 12, at Room 704, Royal Courts, for the appointment of an official liquidator.
STOCKTON AND DARLINGTON STEAM TRAMWAYS CO., LIMITED.—The Vacation Judge has fixed Sept 4 at 12, at Room 704, Royal Courts, for the appointment of an official liquidator.

WENHAM LAKE ICE CO., LIMITED.—The Vacation Judge has fixed Tuesday, Sept 4 at 12, at Room 704, Royal Courts, for the appointment of an official liquidator.

UNLIMITED IN CHANCERY.

CONWAY PERMANENT BENEFIT BUILDING SOCIETY.—The Vacation Judge has fixed Tuesday, Sept 4 at 10.30, at Room 704, Royal Courts, for the appointment of an official liquidator.

LEOMINSTER AND BROMYARD RAILWAY CO.—Petn for winding up, presented Aug

22, directed to be heard before the Vacation Judge on Wednesday, Sept 5. Bell & Co., Lincoln's inn fields, solors for petners

COUNTY PALATINE OF LANCASTER.

LIMITED IN CHANCERY.

SIMULTANEOUS PRINTING CO., LIMITED.—Creditors are required, on or before Sept 25, to send their names and addresses, and the particulars of their debts or claims, to Thomas Thornhill Shann, 83a, Fountain st, Manchester. Tuesday, Oct 9 at 11.30, is appointed for hearing and adjudicating upon the debts and claims

FRIENDLY SOCIETIES DISSOLVED.

CHOLSEY BENEFIT SOCIETY, Schoolroom, Cholsey, Berks. Aug 18
EBENEZER PROVIDENT SOCIETY, Wesleyan Schools, Smethwick, Stafford. Aug 18

London Gazette.—TUESDAY, Aug 28.

JOINT STOCK COMPANIES.

LIMITED IN CHANCERY.

NORWOOD PUBLIC HALL AND BATHS CO., LIMITED.—Petn for winding up, presented Aug 22, directed to be heard before the Vacation Judge on Sept 5. Allingham, Old Broad st, solor for petners
ORIENTAL LACE AND EMBROIDERY MANUFACTURING CO., LIMITED.—The Vacation Judge has, by an order dated Aug 16, appointed Thomas Leman, 29, New Bridge st, to be official liquidator

UNLIMITED IN CHANCERY.

SOUTH LONDON FISH MARKET CO.—Creditors are required, on or before Oct 22, to send their names and addresses, and the particulars of their debts or claims, to Frederick Bertram Smart, 22, Queen st, Chesapeake. Thursday, Nov 1 at 12, is appointed for hearing and adjudicating upon the debts and claims

STANNARIES OF CORNWALL.

LIMITED IN CHANCERY.

NEW TRUMPET CONSOLS MINING CO., LIMITED.—Petn for winding up, presented Aug 24, directed to be heard before the Vice-Warden at the Prince's Hall, Truro, on Wednesday, Sept 5 at 10. Hodge & Co., Truro, petner's solors

FRIENDLY SOCIETIES.

SUSPENDED FOR THREE MONTHS.

GLAMORGAN LODGE, 74, Ancient Order of Druids' Friendly Society, Stag and Hounds Inn, 75, Frederick st, Cardiff. Aug 22
LOYAL BENEFICENT FRIENDLY SOCIETY, Queen Victoria Inn, Rainford, Prescot, Lancaster. Aug 22

CREDITORS' NOTICES. UNDER ESTATES IN CHANCERY.

LAST DAY OF CLAIM.

London Gazette.—FRIDAY, Aug. 17.

FELDER, JEAN, Withington, Lancaster, Engineer. Oct 8. Felber v Carr, Stirling, J. Earle & Co., Manchester
MARE, MARY SARAH, Woodstock st, Oxford st. Oct 1. Daunt v Mare, Chitty, J. Lethbridge & Prior, Abingdon st

London Gazette.—TUESDAY, Aug. 21.

BINGHAM, FRANCIS, Potton, Bedford, Brewer. Sept 20. Smith v Bingham, Chitty, J. Leeds-Smith, Sandy
FRERE, JAMES, Weyre, Flint, Gent. Oct 1. Frere v Jones, North, J. Arkle, Jun, Liverpool
OWENS, MARY, Chester. Oct 1. Jones v Jones, Stirling, J. Bridgman, College hill
WELLER, WILLIAM, Lee, Kent, Gent. Oct 1. Freeman v Weller, Stirling, J. Weller, Budge row

UNDER 22 & 23 VICT. CAP. 35.

LAST DAY OF CLAIM.

London Gazette.—TUESDAY, Aug. 21.

AUSTEN, SARA, Montague pl, Bedford sq. Oct 1. Harding, Westminster chmbrs
CALN, JOHN, Church view, Bootle cum Linacre, Lancaster, Painter. Sept 30. Madden & Co., Liverpool
CAPPS, CAROLINE, Beeston next Mileham, Norfolk. Sept 15. Winter, Swaffham
COATHUPE, EMMA, wife of John Sandford Coathupe, of the ship Indus. Oct 1. Hall, Warwick ct
COOK, JOHN, Drummond crant, Euston sq, Rent Collector. Sept 29. Yarde & Loader, Raymond bldgs, Gray's inn
CROSS, WILLIAM EDWARD, High st, Gorleston, Suffolk, Gent. Sept 29. Holt & Ellen, Yarmouth
DALTON, REV. OCEIL WRAY, Masham, York, Clerk in Holy Orders. Oct 1. Wise & Son, Ripon
DUNNING, WILLIAM HENRY, Charminster, Dorset, Gent. Sept 1. Andrews & Co, Dorchester
EDWARDS, JOHN, Ribble st, Padliham, Lancaster, Carrier. Oct 2. Hodgson & Roberts, Burnley
GILBEY, THOMAS, Ashwell, Hertfordshire, Common Carrier. Sept 15. Hughes & Beadles, Royston
GRAHAM, WILLIAM, Lovame terr, North Shields, Northumberland, Retired Draper. Sept 15. Litch & Co, North Shields
GROOM, LOUISA JANE, Fleet st. Dec 1. Barnes & Bernard, Finsbury circus
GROVES, CHRISTOPHER, Knareborough, York, Wine and Spirit Merchant Oct 17. Gill, Knareborough
HUNTLEY, JOHN, Portobello rd, Notting hill, Coachman. Sept 30. Dibben, Wimbome
JACOB, HENRY, York st, Cheetham, Manchester, Merchant Tailor. Sept 24. Preston, Manchester
MORRIS, ISAAC, Northman House, Monument rd, Edgbaston, Warwick, Jeweller's Factor. Aug 31. Jacques & Son, Birmingham
MORRIS, JANE JEMIMA, Walton terr, Cheltenham. Sept 27. Drew, Cheltenham
NEWTON, JOHN, Park Hill rd, Croydon. Sept 30. Newton & Wyatt, Finsbury circus
NOYES, Rev. JOHN HENRY, Ketton, Rutland. Oct 1. Darley & Cumberland, John st
PARSONS, WILLIAM JAMES, Fishponds, Gloucester, Retired Licensed Victualler, Aug 31. Clifton & Co, Bristol
PEARSON, JOHN, Eccles, Lancaster, Licensed Victualler. Sept 28. Clayton & Wilson, Manchester

THOMPSON, JOHN, Wooler, Northumberland, Solicitor. Oct 1. Sandersons & J. K. Weatherhead, Berwick upon Tweed
WALIND, STEPHEN, Kewick, York, Farmer. Oct 1. West, Thirsk
WARHAM, JOHN, Glanvilles Wootton, Dorset, Licensed Victualler. Sept 1. Andrews & Co, Dorchester
WEATHERSTON, ISABELLA, Berwick upon Tweed. Oct 1. Sandersons & J. K. Weatherhead, Berwick upon Tweed
WEST, THOMAS EDWARD, Grange, Moortown, Leeds, Barrister at Law. Sept 30. Marshall, Leeds
WHITE, JAMES LOGAN, Boscurch, Isle of Wight, Esq. Sept 21. Merton, Bloomsbury sq
WILSON, THOMAS, Upper st, Islington, Undertaker. Aug 31. Proudfoot, John st

London Gazette.—FRIDAY, August 24.

BIGG, AUGUSTA, Nuthurst, Sussex. Sept 20. Lee & Co, St. Paul's churchyard
COOLEY, BENJAMIN, Ashby pl, Osborn rd, Southsea, Potato Merchant. Oct 10. Way, Portsea
DEWHURST, ELIZABETH, Clitheroe, Lancaster. Oct 31. Hall & Co, Clitheroe
ELLIS, MARY HELEN, Croxteth gr, Liverpool. Sept 18. Harvey & Co, Liverpool
GELDER, GEORGE, Woodhouse, Leeds, Draper. Dec 1. Middleton & Son, Leeds
GREENE, JOHN BAKER STAFFORD, Clement's inn, Strand, Barrister at Law. Oct 5. Wickings-Smith & Son, Lincoln's inn
HALL, ROBERT, Claremont pk, Blackpool, Gent. Sept 29. Leach, Manchester
HARBERT, THOMAS, Oddington, Gloucester, Farmer. Sept 14. Francis & Son, Stow on the Wold
JONES, JANE, Bridge st, Troedyrhiw, Methyr Tydfil. Oct 1. White & White, Methyr Tydfil
JONES, THOMAS PETER, Downais, Glamorgan, Contractor. Oct 1. Gwilym & Jones, Methyr Tydfil
JONES, WILLIAM, Merthyr Tydfil, Glamorgan, Cattle Dealer. Oct 1. Gwilym & Jones, Merthyr Tydfil
JONES, WILLIAM, Bridge st, Troedyrhiw, nr Merthyr Tydfil, Chemist. Oct 1. Gwilym & Jones, Merthyr Tydfil
LAMBERT, HENRY, Hailham, Sussex, Hop and Manure Merchant. Dec 27. Blaker & Son, Lewes
MARSH, THOMAS, Whitstable, Surveyor. Oct 31. Sankey & Flint, Canterbury
PALMER, MIRIAM, Villa rd, Nottingham. Oct 1. Goodall & Brown, Nottingham
PATERMSTER, JOHN, Eastbourne terr, Paddington, Esq. Oct 4. Wing & Da Cane, Grays inn sq
PETTER, FRANCIS, Stanstead rd, Forest Hill. Oct 1. Saunders & Co, Coleman street
PRESCOTT, Rev GEORGE EDWARD, Welwyn, Hertford. Oct 5. Wickings-Smith & Son, Lincoln's inn fields
SEDDON, JOHN STRETTRELL, Southport, Lancaster, Gent. Sept 29. Needham & Co, Manchester
SILVESTER, ELIZA, Queen's Head Inn, Horsham. Sept 30. Coole, Horsham
TAYLOR, ABRAHAM, Lingfield, Surrey. Sept 6. Fearless & Sons, East Grinstead
TEATHER, KATE, Heeley, Sheffield. Oct 1. Taylor, Sheffield
THACKER, BENJAMIN, Chesdle, Stafford, Solicitor. Oct 2. Thacker & Cull, Chesdle
THOMAS, MARGARET, Collisat Farm, Gelligaer, Glamorgan. Oct 1. Gwilym & Jones, Merthyr Tydfil
TRAUNTER, WILLIAM, Haggonfield, Worksop, Nottingham, Brickmaker. Sept 25. J. S. & C. A. Whall, Worksop
TRUSTRAM, JAMES, Arlesay, Bedford, Farmer. Oct 11. Wright, Hitchin
VINTON, RICHARD JAMES EVANS, Kingston upon Hull, Gent. Sept 24. Rolitt & Sons, Hull
WALSH, ELLEN, Lichfield st, Burton on Trent, Iankeeper. Oct 1. Jennings & Co, Burton on Trent
WARR, PHILLIS, Wath, nr Pateley Bridge, York. Sept 20. Middleton & Sons, Leeds
WELLESKY, WLADIMIR, Great Winchester st, Russian Consul General. Sept 30. Thirwall, Old Burlington st

London Gazette.—TUESDAY, Aug. 28.

BANKART, PERCY, St John's, Kent. Oct 25. Druces & Attlee, Billiter sq
BROOKER, Rev JOSHUA, Vicar of Colston Bassett, Nottingham. Nov 1. Wing, Nottingham
CATHRICK, ELIZA, Kingston upon Hull. Oct 8. Jackson, Hull
DOUBLEDAY, ACTUARY, Old Radford, Nottingham, Slater. Sept 29. Towle & Co, Nottingham
FLEMING, MARGARET, Ulverston. Oct 1. Remington, Ulverston
FOOT, ANN, Shaftesbury, Dorset. Oct 31. Burridge, Shaftesbury
FOOT, JERU, Shaftesbury, Dorset, Retired Innkeeper. Oct 31. Burridge, Shaftesbury
HEALD, MARY, Chorley, Lancaster. Sept 25. Whitfield, Chorley
HERBERT, JAMES, Colton, York, Gent. Nov 1. Weston, Leeds
INGS, THOMAS, Poole, Dorset, Grocer. Oct 5. Trevanion & Co, Poole
KREWE, EDMUND RUCK, Snydoombe pk, Oxford, Esq. Oct 2. Thompson & Debenham, Salters' Hall ct, Cannon st
LEWIS, SARAH, Cheltenham. Oct 1. Winterbothams & Gurney, Cheltenham
LUDLOW, MARY, Leamington. Nov 1. King & Ludlow, Birmingham; or Clarke & Co, Birmingham
LUSH, JAMES, East Tisbury, Wilts, Registrar of Births and Deaths. Oct 1. Marsh, Yeovil
MARKE, GEORGE, Fitzroy, Victoria, Watch Manufacturer. Oct 1. Wadeson & Malleon, Austin Friars
MARKE, ROSE, Bristol, Watch Manufacturer. Oct 1. Wadeson & Malleon, Austin Friars
MARRIS, FANNY, Bridlington Quay, York. Oct 8. Mason, Barton upon Humber
MARRIS, FRANCES, Barton upon Humber, Lincoln. Oct 8. Mason, Barton upon Humber
MARRIS, GEORGE, Barton upon Humber, Retired Hairdresser. Oct 8. Mason, Barton upon Humber
MATTHEWS, JOHN, Canton, Cardiff, Publican. Sept 17. Whitshire, Cardiff
PHILPOTTS, RICHARD, Abchurch lane, Gent. Oct 11. Monckton & Son, Maidstone
PINCKARD, RACHEL, Tavistock sq. Nov 1. Hepburn & Co, Bird in Hand ct, Cheapside
RICHARDS, GRIFFITH POLEY, Oct 15. Buckmaster, Bedford row
RIDDELL, WILLIAM KEMEYS, Lynnmouth, Esq. Oct 1. Phillips & Co, Nicholas lane, E.C.
ROBERTSON, ROBERT, Brynmawr, Brecon, Scotch Draper. Sept 29. Powell, Brynmawr
SIMKINS, Wm, Brunswick sq, Camberwell, Gent. Oct 1. Marsh, Fan ct, Penchurch st

STAPLETON, JANE HANNAH, Dingwall rd, Croydon. Sept 30. Hogan & Hughes, Martin's lane
THOMKETT, JAMES, Belvedere rd, Lambeth, Engineer. Oct 13. Nicholls, Lincoln's inn fields
TUDOR, ELIZA HARRIET, Cheltenham. Oct 1. Ticehurst & Sons, Cheltenham
WHITE, EDWARD SILVA, Glasgow, Fine Art Dealer. Sept 23. Wild & Collyer, St Mary Axe
WOLTON, THOMAS, Dalsell rd, Stockwell, Gent. Oct 24. Hunt & Co., St Swithin's lane

WARNING TO INTENDING HOUSE PURCHASERS AND LESSEES.—Before purchasing or renting a house have the Sanitary arrangements thoroughly examined by an expert from The Sanitary Engineering & Ventilation Co., 115, Victoria-st., Westminster (Estab. 1875), who also undertake the Ventilation of Offices, &c.—[ADVT.]

STAMMERERS AND STUTTERERS should read a little book by Mr. B. BRASLEY, Baron's-court-house, W. Kensington, London. Price 13 stamps. The author, after suffering nearly 40 years, cured himself by a method entirely his own.—[ADVT.]

BANKRUPTCY NOTICES.

London Gazette.—FRIDAY, AUG. 24.

RECEIVING ORDERS.

BARTON, THOMAS, Bourton on the Water, Gloucester, Miller Cheltenham Pet Aug 9 Ord Aug 20
BLAND, JOHN THOMAS, Fleckney, Leicester, Builder Leicester Pet Aug 21 Ord Aug 21
BOBBETT, ROBERT, Quarley, Hampshire, Wheelwright Salisbury Pet Aug 21 Ord Aug 21
BURGE, GEORGE HENRY, Bristol, Manager of Vinegar Works Bristol Pet Aug 20 Ord Aug 20
CORDELL, JOSEPH WEBB, Lascott's rd, Bowes Park, Clerk High Court Pet Aug 20 Ord Aug 10
RAMP, ROBERT, New st, Kennington, out of business High Court Pet July 31 Ord Aug 21
DAVIS, HENRY, Church st, Stoke Newington, Cheesemonger Edmonton Pet Aug 21 Ord Aug 21
DAYKIN, HERBERT, Lincoln, Money Lender High Court Pet Aug 14 Ord Aug 20
DICKINSON, L., Glengall rd, High rd, Kilburn, Builder High Court Pet Aug 2 Ord Aug 22
DIXON, DANIEL, Lincoln, Yeast Dealer Lincoln Pet Aug 22 Ord Aug 22
EVANS, DAVID, Llanrwst, Denbigh, Timber Carrier Portmadoc and Blaenau Festiniog Pet Aug 20 Ord Aug 20
GREER, CHARLES HENRY, St Leonard's on Sea, Schoolmaster Hastings Pet Aug 22 Ord Aug 22
GOOD, EDMUND, Landport, Butcher Portsmouth Pet Aug 15 Ord Aug 15
GRIMSTY, HARRY SPENCER, Kersey, Suffolk, Farmer Ipswich Pet Aug 21 Ord Aug 21
HAMBING, WILLIAM TRANT, Cambridge rd, Kilburn, Cab Proprietor High Court Pet Aug 20 Ord Aug 21
HARRIS, JOSEPH THOMAS, Lansdowne hill, West Norwood, Engineer High Court Pet July 31 Ord Aug 22
HERAPATH, SPENCER JOHN, and A. F. DELMAR, Draper's gns, Stockbrokers High Court Pet Aug 21 Ord Aug 22
HODGES, JAMES, and E. CRADDOCK, Fenchurch st High Court Pet May 19 Ord Aug 22
HOMER, THOMAS CORNELIUS, Quarry Bank, Staffordshire, Bricklayer Stourbridge Pet Aug 14 Ord Aug 14
HYDE, JAMES, Audenshaw, Lancashire, Farmer Ashton under Lyne and Stalybridge Pet Aug 15 Ord Aug 15
JONES, JAMES WILLIAM, Bliston, Staffordshire, Boot Dealer Wolverhampton Pet Aug 21 Ord Aug 21
KERR, THOMAS, Wolverhampton, Draper Wolverhampton Pet May 14 Ord Aug 21
KESWICK, CHARLES, Newcastle on Tyne, Builder Newcastle on Tyne Pet Aug 22 Ord Aug 22
LANDRELL, DAVID, Rotherfield, Sussex, Licensed Victualler Tunbridge Wells Pet Aug 22 Ord Aug 22
LEWIS, SARAH, Southport, Dealer in Fancy Goods Liverpool Pet Aug 20 Ord Aug 20
MINNEY, GEORGE HENRY, Crews, Contractor Nantwich and Crews Pet Aug 20 Ord Aug 20
MYERS, WILLIAM, PICKLES MYERS, and JOHN BOOTHMAN, Colne, Cotton Manufacturers Burnley Pet Aug 21 Ord Aug 21
NICHOLSON, SAMUEL F BOWERS, Manchester, Wine Merchant Manchester Pet May 11 Ord Aug 22
ODDEN, TITUS, Keighley, Yorkshire, Commercial Traveller Bradford Pet Aug 18 Ord Aug 18
PAULL, HENRY JOHN, Buryghly rd, Kentish Town, Architect High Court Pet Aug 20 Ord Aug 20
PICKENBELL, JONATHAN CASE, Lewisham, Carman Greenwich Pet Aug 14 Ord Aug 14
RYTHORRE, HENRY, Wandsworth rd, Clothier High Court Pet Aug 22 Ord Aug 22
RICKARDY, ARTHUR GEORGE, Walton on the Naze, Chemist Colchester Pet Aug 30 Ord Aug 20
ROBERTS, JOSEPH, Tenby, Grocer Pembroke Dock Pet Aug 20 Ord Aug 20
ROWE, JAMES, Trye Gulval, Cornwall, Farmer Truro Pet Aug 20 Ord Aug 20
RUMP, JOHN CLEMENT, North Walsham, Norfolk, Tobaccoconist Norwich Pet Aug 20 Ord Aug 21
SCHOFIELD, THOMAS, Merton, Yorkshire, Gardener York Pet Aug 20 Ord Aug 20
SHACKLETON, JOHN, Richmond, Yorkshire, Paper Manufacturer Northallerton Pet Aug 18 Ord Aug 18
SHELLARD, SAMUEL, Oldbury, Worcestershire, Boat Builder Oldbury Pet Aug 22 Ord Aug 22
SMITH, WILLIAM, Brighton, Draper Brighton Pet Aug 15 Ord Aug 15
STANTON, SAMUEL, Aston, Warwickshire, Machinist Birmingham Pet Aug 21 Ord Aug 21
STARR, CHARLES, Beeston, Nottingham, Builder Nottingham Pet Aug 21 Ord Aug 21
TAYLOR, PHILIP, Frolston, Lincs, Miller Boston Pet Aug 22 Ord Aug 22
THACKRAY, CHARLES, Leeds, Cloth Manufacturer Leeds Pet Aug 21 Ord Aug 21
TURNER, HENRY, Manchester, Baker Manchester Pet Aug 20 Ord Aug 20
WALTON, GEORGE, Leamington, Tobaccoconist Warwick Pet Aug 21 Ord Aug 21
WESTCOTT, JOHN, Lynton, Farmer Barnstaple Pet Aug 20 Ord Aug 20

FIRST MEETINGS.

ATTENBOROUGH, GEORGE T., Nottingham, Manager Aug 31 at 12 Off Rec, 1, High pavement, Nottingham
BASKERVILLE, FRANCIS, Clifton, Nurseryman Sept 11 at 12 33, Carey at
BISHOP, WILLIAM, Birmingham, Hardware Dealer Sept 4 at 3 25, Colmore row, Birmingham
BOBBETT, ROBERT, Quarley, Hampshire, Wheelwright Sept 4 at 3 Off Rec, Salisbury
BURGE, GEORGE HENRY, Bristol, Manager of Vinegar Works Sept 4 at 12 Bank chbrs, Corn st, Bristol
CONOLLY, ALFRED JAMES, Iden, Sussex, Gent Sept 3 at 3 Young & Goodwin, Bank bldgs, Hastings
CORSEY, EMANUEL, Ballingdon, Essex, Innkeeper Sept 5 at 11 Townhall, Colchester
DAVIES, KATE BURTON, Waterloo, Lancashire, Spinster Sept 3 at 3 Off Rec, 35, Victoria st, Liverpool
DUNN, FREDERICK, Sampford Peverell, Devon, Innkeeper Sept 1 at 11 Off Rec, 13, Bedford circus, Exeter
ELLIOTT, FRANCIS ROBERT, Herne Hill, out of employment Sept 3 at 3 109, Victoria st, Westminster
EVANS, DAVID, Llanrwst, Denbigh, Timber Carrier Sept 3 at 12 Uocoa Rooms, Church st, Blaenau Festiniog
FOSTER, JOHN, Cardiff, Builder Aug 31 at 3 Off Rec, 29, Queen st, Cardiff
GOLDTHORPE, GEORGE, Leeds, Draper Sept 3 at 11 Off Rec, 22, Park row, Leeds
GOOD, EDMUND, Southsea, Butcher Sept 3 at 3 166, Queen st, Portsea
GOTT, JOHN, Leicester, Baker Aug 31 at 11 Off Rec, 1, High pavement, Nottingham
GREER, ALEXANDER, Manchester, Boot Dealer Aug 31 at 3 Off Rec, Ogden's chbrs, Bridge st, Manchester
GRIMSTY, HARRY SPENCER, Kersey, Suffolk, Farmer Sept 4 at 2.30 Off Rec, 2, Westgate st, Ipswich
HALL, THOMAS, Barton Turf, Norfolk, Grocer Sept 1 at 11.30 Off Rec, 8, King st, Norwich
HYDE, JAMES, Audenshaw, Lancs, Farmer Aug 31 at 2.30 Off Rec, Ogden's chbrs, Bridge st, Manchester
ISAACS, COLMAN, Merthyr Tydfil, Pawnbroker Sept 3 at 12 Off Rec, Merthyr Tydfil
JOHNSON, THOMAS, Ossett, Yorks, Watchmaker Aug 31 at 4.50 Off Rec, Bank chbrs, Batley
JONES, JAMES ALFRED, Mansford st, Hackney rd, Cabinet Manufacturer Aug 31 at 12 Bankruptcy bldgs, Lincoln's inn
MARTIN, JAMES WINDSOR, Cheshunt, Herts, Brickmaker Aug 31 at 11 16 Room 30 and 31, St Swithin's lane
NORRIS, THOMAS, Portsea, Refreshment House Keeper Sept 3 at 4 164, Queen st, Portsea
ODDEN, TITUS, Keighley, Yorks, Commercial Traveller Aug 31 at 12 Off Rec, 31, Manor Fw, Bradford
PARRY, JOHN, Nevin, Carnarvonshire, Coal Merchant Sept 10 at 5 Royal Hotel, Carnarvon
PAULSON, JOHN, Swindlerby, Lincs, Farmer Aug 31 at 3.30 Off Rec, 1, High pavement, Nottingham
RICKARDY, ARTHUR GEORGE, Walton on the Naze, Chemist Sept 5 at 11 Townhall, Colchester
ROBSON, CHARLES SMITH, Ossett, Yorks, Farmer Aug 31 at 3.30 Off Rec, Bank chbrs, Batley
ROWE, JAMES, Trye Gulval, Cornwall, Farmer Aug 31 at 11 Western Hotel, Penzance
RUMP, JOHN CLEMENT, North Walsham, Norfolk, Tobaccoconist Sept 1 at 12 Off Rec, 8, King st, Norwich
SCHOFIELD, THOMAS, Merton, Yorks, Gardener Sept 3 at 1 Off Rec, York
SMITH, WILLIAM, Brighton, Draper Aug 31 at 11 Off Rec, 4, Pavillon bldg, Brighton
SOONS, EDWIN VALENTINE, Kirtley, Suffolk, Gardener Sept 1 at 11 Off Rec, 8, King st, Norwich
SUTTON, HENRY HOLMES, Prisoner in Maidstone Gaol, Hotel Proprietor Aug 31 at 2.30 Spencer & Reeves, Mount pleasant, Tunbridge Wells
WALSH, FANNY, Bingley, Yorks, Grocer Aug 31 at 11 Off Rec, 31, Manor row, Bradford
WHALLEY, NEWMAN, Kingston upon Hull, Joiner Aug 31 at 11 Off Rec, Trinity House lane, Hull
WROE, DAVID, Pontefract, Confectioner Aug 31 at 11.30 Off Rec, Bond ter, Wakefield

ADJUDICATIONS.

ANDREWS, RICHARD FLEXON, Essex rd, Islington, Butcher High Court Pet Aug 15 Ord Aug 21
ATTENBOROUGH, GEORGE T., Nottingham, Manager Nottingham Pet July 25 Ord Aug 20
BENTON, JULES ANDRE, Elm pk, nr Liverpool, Cotton Broker Liverpool Pet Aug 17 Ord Aug 20
BURCHILL, CORNELIUS GEORGE, Bristol, Butcher Bristol Pet Aug 14 Ord Aug 21
BURGE, GEORGE HENRY, Bristol, Manager of Vinegar Works Bristol Pet Aug 20 Ord Aug 20
BADGER, ARTHUR SYDNEY, Sefton Lodge, nr Blackpool, Solicitor Preston Pet Aug 3 Ord Aug 22
BARBER, FREDERICK, Liverpool, Corn Merchant Liverpool Pet July 13 Ord Aug 20
BOBBETT, ROBERT, Quarley, Hampshire, Wheelwright Salisbury Pet Aug 21 Ord Aug 21
DAVIS, HENRY, Church st, Stoke Newington, Cheesemonger Edmonton Pet Aug 21 Ord Aug 21
DICKINSON, CHARLES WILLIAM, High st, Poplar, Licensed Victualler High Court Pet June 14 Ord Aug 20
DIXON, DANIEL, Lincoln, Yeast Dealer Lincoln Pet Aug 22 Ord Aug 22
DIXON, WILLIAM REUBEN, Essex st, Strand, Clerk High Court Pet Aug 17 Ord Aug 21
EDELSTON, PETER, Manchester, Salesman Manchester Pet July 27 Ord Aug 20
EVANS, DAVID, Llanrwst, Timber Carrier Portmadoc and Blaenau Festiniog Pet Aug 18 Ord Aug 20
FEHRE, FRANCIS, and ALFRED TIGHT, Basinghall st, Tobaccoconists High Court Pet Aug 6 Ord Aug 15
FOAD, HENRY STEPHEN, Ramsgate, Fly Proprietor Canterbury Pet July 23 Ord Aug 18
GOODE, THOMAS HAKEN, Gracechurch st, Ironmonger High Court Pet July 13 Ord Aug 18
GRIMSTY, HARRY SPENCER, Kersey, Suffolk, Farmer Ipswich Pet Aug 21 Ord Aug 21
HAMBING, WILLIAM TRANT, Cambridge rd, Kilburn, Cab Proprietor High Court Pet Aug 20 Ord Aug 21
HANCOCK, C., Walthamstow, Builder High Court Pet July 31 Ord Aug 20
HARRISON, JAMES HENRY, Cheltenham, Fly Proprietor Cheltenham Pet Aug 17 Ord Aug 21
HODGES, JAMES, Hounslow, Gent Brentford Pet July 3 Ord Aug 18
HUXFORD, WILLIAM, Mark lane High Court Pet May 2 Ord Aug 21

HYDE, JAMES, Audenshaw, Lancashire, Farmer Ashton under Lyne and Staly-bridge Pet Aug 15 Ord Aug 15
 KESWICK, CHARLES, Newcastle on Tyne, Builder Newcastle on Tyne Pet Aug 22 Ord Aug 22
 LEWIS, SARAH, Southport, Dealer in Fancy Goods Liverpool Pet Aug 20 Ord Aug 20
 MINNEY, GEORGE HENRY, Crewe, Contractor Nantwich and Crewe Pet Aug 20 Ord Aug 20
 MITCHELL, ROBERT JOSIAH, Devonshire rd, Balham, Bookseller Wandsworth Pet Aug 7 Ord Aug 21
 MITCHELL, HENRY, Herne hill, Clerk High Court Pet Aug 17 Ord Aug 21
 MOON, CHRISTOPHER, J., Birmingham, Fishmonger Birmingham Pet Aug 15 Ord Aug 22
 MORRIS, MATTHEW, Gateshead, Builder Newcastle on Tyne Pet Aug 1 Ord Aug 21
 MYERS, WILLIAM, PICKLES MYERS, and JOHN BOOTHMAN, Colne, Cotton Manufacturers Burnley Pet Aug 21 Ord Aug 21
 PEROSI, ACHILLE, Plymouth, Shipping Broker East Stonehouse Pet Aug 7 Ord Aug 22
 RICKABY, ARTHUR GEORGE, Walton on the Naze, Chemist Colchester Pet Aug 20 Ord Aug 20
 ROBERTS, WILLIAM, Liverpool, Builder Liverpool Pet July 12 Ord Aug 20
 ROBINSON, ROLAND, Birmingham, Drysalter Birmingham Pet Aug 16 Ord Aug 20
 ROWE, JAMES, Trye Gulval, Cornwall, Farmer Truro Pet Aug 20 Ord Aug 20
 RUMP, JOHN CLEMENT, North Walsham, Tobaccoist Norwich Pet Aug 20 Ord Aug 21
 SEEVERS, ROBERT WHITTON, Fleetham, Yorks, Prisoner in York Castle York Pet Aug 17 Ord Aug 22
 SMITH, WILLIAM, Brighton, Draper Brighton Pet Aug 14 Ord Aug 15
 STONELAKE, WILLIAM JOHN, Bedford sq, Whitechapel, Licensed Victualler High Court Pet July 27 Ord Aug 21
 TAYLOR, PHILIP, Freiston, Lincs, Miller Boston Pet Aug 22 Ord Aug 22
 THACKRAY, CHARLES, Leeds, Cloth Manufacturer Leeds Pet Aug 21 Ord Aug 21
 TURNER, HENRY, Manchester, Baker Manchester Pet Aug 20 Ord Aug 20
 WARHAM, SAMUEL, and EDWARD HAYNES, Hyde, Cheshire, Hat Manufacturers Ashton under Lyne and Stalybridge Pet July 24 Ord Aug 13
 WESTCOTT, JOHN, Lynton, Devon, Farmer Barnstaple Pet Aug 20 Ord Aug 20
 WESTON, JOHN, Tipton, Staffordshire, Grocer Dudley Pet Aug 17 Ord Aug 21

London Gazette.—TUESDAY, Aug. 23.

RECEIVING ORDERS.

BAILEY, FREDERICK, Market terr, Green lanes, Wood Green, Jeweller Edmonton Pet Aug 23 Ord Aug 23
 BAKER, WILLIAM BURTON, North Muskharn, Manufacturer of Apianian Appliances Nottingham Pet Aug 22 Ord Aug 22
 CAYTE, CHARLES ARTHUR, Landport, Hampshire, Baker Portsmouth Pet Aug 23 Ord Aug 23
 CLARK, GEORGE FREDERICK, Derby, Carriage Builder Derby Pet Aug 25 Ord Aug 25
 CLARK, JOSEPH JOHN SLADE, Brighton, Oilman Brighton Pet Aug 24 Ord Aug 24
 CULNOCK JOHN, Ledbury, Herefordshire, out of business Worcester Pet Aug 15 Ord Aug 24
 DUBRENN, GUSTAV, and LUDWIG LUDERS, Cornhill, Brokers High Court Pet Aug 10 Ord Aug 25
 FORD, WILLIAM, Manchester, Restaurant Proprietor Manchester Pet Aug 25 Ord Aug 25
 HARRISON, THOMAS MADDOCKS, Ward End, nr Birmingham, Iron Plate Worker Birmingham Pet Aug 25 Ord Aug 25
 HASTE, R. B., Bristol, Wool Broker Bristol Pet Aug 4 Ord Aug 21
 HERR, JOHN BLAKESTONE, Harrogate, Bricklayer York Pet Aug 23 Ord Aug 23
 HINTON, GEORGE WILLIAM, Tyneham rd, Lavender hill, Wandsworth, Butcher Wandsworth Pet Aug 22 Ord Aug 22
 HOLLOWAY, HENRY, East Ham, Essex, Contractor High Court Pet Aug 10 Ord Aug 25
 JONES, EDWARD, Manchester, Tailor Manchester Pet Aug 25 Ord Aug 25
 JONES, JAMES ALBERT, Staines, Dealer in Sewing Machines Kingston, Surrey Pet July 31 Ord Aug 16
 KINSEY, ARTHUR, Lancaster, Silk Mercer Preston Pet June 27 Ord Aug 21
 KNOWLES, JOHN, Crompton, Lancashire, Innkeeper Oldham Pet Aug 24 Ord Aug 24
 LAUNCHBURY, THOMAS RICHARD, Cheltenham, Grocer Cheltenham Pet Aug 24 Ord Aug 24
 MASON, JAMES, Dalham, Suffolk, Grocer Cambridge Pet Aug 25 Ord Aug 25
 McDONALD, PETER, Leicester, Hotel Proprietor Leicester Pet Aug 11 Ord Aug 24
 MOSS, MORRIS, Praed st, Paddington, Clothier High Court Pet Aug 3 Ord Aug 24
 OGDEN, LINCOLN, and JAMES ALFRED MEE, Manchester, Provision Merchants Salford Pet Aug 25 Ord Aug 25
 PORTER-BURALL, SARAH FREDERICK, Eaton sq, Widow High Court Pet Aug 7 Ord Aug 24
 RHODES, THOMAS, Birmingham, Fancy Goods Dealer Birmingham Pet Aug 25 Ord Aug 25
 RIDLEY, JOHN, Newcastle on Tyne, Engineer Newcastle on Tyne Pet Aug 11 Ord Aug 23
 ROBERTS, DAVID, Llanfihangel glyn myfyr, Denbigh, Farmer Wrexham Pet Aug 15 Ord Aug 25
 SCRINE, FRANCIS, Bradford, Mason Bath Pet Aug 23 Ord Aug 23
 SHACKLOCK, JOHN, Spalding, Lincs, Painter Peterborough Pet Aug 23 Ord Aug 23
 SHAW, DAVID, Worcester, Aerated Water Manufacturer Worcester Pet Aug 21 Ord Aug 21
 SULLIVAN, HENRY LAWRENCE, Swansea, Licensed Victualler Swansea Pet Aug 7 Ord Aug 24
 TOVEY, CHARLES, Newport, Mon, Undertaker Newport, Mon Pet Aug 24 Ord Aug 24
 TURNER, JOHN, Garstang, Lancs, Butcher's Assistant Preston Pet Aug 24 Ord Aug 24
 WILSON, GEORGE BRISLEY, Newcastle on Tyne, Solicitor Newcastle on Tyne Pet Aug 4 Ord Aug 24

The following amended notice is substituted for that published in the London Gazette of Aug 21.

SUMMONS, WILLIAM, Milford Haven, Builder Pembroke Dock Pet Aug 17 Ord Aug 17

FIRST MEETINGS.

BADGER, ARTHUR SYDNEY, Sefton Lodge, nr Blackpool, Solicitor Sept 5 at 3 Lane Ends Hotel, Blackpool

BAKER, WILLIAM BURTON, North Muskharn, Notts, Manufacturer of Apianian Appliances Sept 5 at 11 Off Rec, 1, High pynt, Notts
 BLAND, JOHN THOMAS, Fleckney, Leicestershire, Builder Sept 4 at 3 25, Friar lane, Leicester
 BRITZLE, JOHN ALFRED, Bridgwater, Farrier Sept 4 at 11 Bristol Arms Hotel, Bridgwater
 CALL, SIR WILLIAM, Ryder st, St James's, no occupation Sept 4 at 11 33, Carey st, Lincoln's inn
 CLARK, WILLIAM CHARLES SREATON, Acton terr, Merton, Builder Sept 4 at 3 100, Victoria st, Westminster
 DALLIN, J. P., address unknown, Stockbroker Sept 5 at 12 33, Carey st, Lincoln's inn
 DAY, WALTER SMITH, Lleson grove, Marylebone, Confectioner Sept 6 at 11 33, Carey st, Lincoln's inn
 DIXON, DANIEL, Lincoln, Yeast Dealer Sept 6 at 12.30 Off Rec, 31, Silver st, Lincoln
 DODSON, CHARLES WILLIAM ERNEST, Sheffield, Draper Sept 12 at 11 Off Rec, Figgree lane, Sheffield
 FAIRBANKS, HENRY, Rye, Sussex, Clerk Sept 5 at 2 County Ct, Bank bldgs, Hastings
 FLEW, JOHN PEARCE, Edith rd, West Kensington, Builder Sept 5 at 11 Bankruptcy bldgs, Lincoln's inn
 GIBSON, JOSEPH, Lincoln, Draper Sept 6 at 12 Off Rec, 31, Silver st, Lincoln
 GRIFFITHS, GEORGE, St Ishmael's, Pembrokeshire, Farmer Sept 6 at 3.30 Lord Nelson Hotel, Milford Haven
 HERR, JOHN BLAKESTONE, Harrogate, Bricklayer Sept 5 at 12.30 Off Rec, York
 HOLLINGS, GEORGE, Garden ct, Temple, Barrister at Law Sept 4 at 11 Bankruptcy bldgs, Lincoln's inn
 HYMAN, SAMUEL, Birmingham, Chandelier Manufacturer Sept 5 at 11 25, Colmore row, Birmingham
 JONES, JAMES WILLIAM, Bilston, Boot Dealer Sept 5 at 10 Off Rec, Wolverhampton
 KELLKHEER, DANIEL, Berwick st, Oxford st, Provision Merchant Sept 5 at 11 33, Carey st, Lincoln's inn
 KESWICK, CHARLES, Newcastle on Tyne, Builder Sept 5 at 11 Off Rec, Pink lane, Newcastle on Tyne
 LAUNCHBURY, THOMAS RICHARD, Cheltenham, Grocer Sept 6 at 3.30 County Court, Cheltenham
 LEWIS, S. H., Southport, Dealer in Fancy Goods Sept 7 at 3 Off Rec, 35, Victoria st, Liverpool
 LYONS, WOLFE, and PHILIP SAMUEL PHILLIPS, Newport, Clothiers Sept 7 at 1 Bankruptcy bldgs, Lincoln's inn
 MACKIE, WILLIAM SHARP, Wood Green, Traveller Sept 4 at 11 10 Room, 30 & 31, St Swithin's lane
 McDONALD, PETER, Leicester, Hotel Proprietor Sept 7 at 12.30 25, Friar lane, Leicester
 MILLING, JOHN HENRY, Old Kent rd, Provision Dealer Sept 4 at 12 33, Carey st, Lincoln's inn
 MINNEY, GEORGE HENRY, Crewe, Contractor Sept 5 at 4 Royal Hotel, Crewe
 MITCHELL, ROBERT JOSIAH, Devonshire rd, Balham, Bookseller Sept 7 at 12 100, Victoria st, Westminster
 MOULD, JOHN S., Tuebrook, nr Liverpool, Builder Sept 14 at 2 Off Rec, 35, Victoria st, Liverpool
 PHILLIPS, SETH, Tylorstown, Glamorganshire, Ironmonger Sept 4 at 12 Off Rec, Merthyr Tydfil
 PICTON, JOHN, St Ishmael's, Pembrokeshire, Farmer Sept 6 at 11 Castle Hotel, Haverfordwest
 PLUMMER, ALFRED, Luton, Straw Hat Manufacturer Sept 4 at 3 Off Rec, Park st, Luton
 ROBERTS, H. S., Salsby lane, Clerk in Holy Orders Sept 5 at 12 33, Carey st, Lincoln's inn fields
 ROBERTS, JOSEPH, Tenby, Grocer Sept 8 at 11 Off Rec, 11, Quay st, Carmarthen
 ROBINSON, ROWLAND, Birmingham, Drysalter Sept 6 at 2.30 25, Colmore row, Birmingham
 SANDERSON, JOHN GEORGE, Crowle, Lincs, Butcher Sept 7 at 11.15 Guildhall, Doncaster
 SKILLEN, EDMAN, Birmingham, General Dealer Sept 6 at 11 Bankruptcy bldgs, Portugal st, Lincoln's inn fields
 SHACKLOCK, JOHN, Spalding, Lincoln, Painter Sept 12 at 12 County Court, Peterborough
 STARR, CHARLES, Beeston, Nottingham, Builder Sept 4 at 11 Off Rec, 1, High pynt, Nottingham
 STONELAKE, WILLIAM JOHN, Bedford sq, Whitechapel, Licensed Victualler Sept 6 at 12 33, Carey st, Lincoln's inn fields
 SUMMONS, WILLIAM, Milford Haven, Builder Sept 6 at 3 Lord Nelson Hotel, Milford Haven
 TURNER, GARSTANG, Lancashire, Butcher's Assistant Oct 5 at 2.30 Off Rec, 14, Chapel st, Preston
 VIDLER, FREDERICK JOHN, Maidenhead, Oil Man Sept 4 at 12 100, Victoria st, Westminster
 WALKER, WILLIAM, and WILLIAM HENRY WALKER, New Evington, Leicester, Builders Sept 4 at 12.30 25, Friar lane, Leicester
 WARD, WALTER, Gough rd, Stratford, Commercial Traveller Sept 4 at 12 33, Carey st, Lincoln's inn fields
 WEST, JOSEPH, Lincoln, Blacksmith Sept 6 at 12 Off Rec, 31, Silver st, Lincoln
 WESTCOTT, JOHN, Lynton, Farmer Sept 5 at 2 Sanders & Son, High st, Barnstaple
 WILLIAMS, CATHARINE, Ystrad Rhondda, Glamorgan, Licensed Victualler Sept 4 at 3 Off Rec, Merthyr Tydfil
 WILLIAMS, DAVID, Ystrad Rhondda, Glamorgan, Licensed Victualler Sept 4 at 2.30 Off Rec, Merthyr Tydfil
 WILLIAMS, LEWIS, Nanthir Maliwyd, Merioneth, Quarryman Sept 4 at 12.45 Townhall, Aberystwith
 WILSON, GEORGE BRISLEY, Newcastle on Tyne, Solicitor Sept 7 at 10.30 Off Rec, Pink lane, Newcastle on Tyne

ADJUDICATIONS.

ATTENBOROUGH, GEORGE, and MARY ANN HERBERT, Nottingham, Fancy Hosiery Manufacturers Nottingham Pet Aug 13 Ord Aug 25
 BAILEY, FREDERICK, Market ter, Green lanes, Wood Green, Jeweller Edmonton Pet Aug 23 Ord Aug 23
 BAKER, WILLIAM BURTON, North Muskharn, Notts, Manufacturer of Apianian Appliances Nottingham Pet Aug 23 Ord Aug 23
 BASKERVILLE, FRANCIS, Clifton, Nurseryman Bristol Pet Aug 14 Ord Aug 23
 BIRCH, GILBERT, Sandwich, Kent, Oilman Canterbury Pet Aug 7 Ord Aug 25
 BRITTON, JOHN JAMES, Alcester, Solicitor Birmingham Pet July 26 Ord Aug 23
 CLARK, GEORGE FREDERICK, Derby, Carriage Builder Derby Pet Aug 25 Ord Aug 25
 COPSEY, EMANUEL, Ballingdon, Essex, Innkeeper Colchester Pet Aug 13 Ord Aug 25
 CRAMP, ROBERT, New st, Kennington, out of business High Court Pet July 31 Ord Aug 24
 ELLIOTT, FRANCIS ROBERT, Herne Hill, out of employment Greenwich Pet Aug 10 Ord Aug 15

FITZPATRICK, JOE WATTS, Manchester, Tea Dealer Manchester Pet July 17 Ord Aug 24
FORD, WILLIAM, Manchester, Restaurant Proprietor Manchester Pet Aug 25 Ord Aug 25
FOSTER, JOHN, Cardiff, Builder Cardiff Pet July 12 Ord Aug 21
FRASER, JAMES, Ramsgate, Tutor Canterbury Pet July 3 Ord Aug 20
GOTT, JOHN, Leicester, Feker Nottingham Pet July 7 Ord Aug 23
HALL, THOMAS, Filton Turf, Norfolk, Grocer Norwich Pet Aug 18 Ord Aug 24
HENRY, JOHN BLAKESTONE, Harrogate, Bricklayer York Pet Aug 23 Ord Aug 23
HILL, FRANCIS R., Roffordale, Fulham rd, Wine Merchant High Court Pet July 20 Ord Aug 24
HUGHES-HALLETT, C. M., Crawley, Sussex, Gent Brighton Pet June 30 Ord Aug 25
HUNT, JOHN, Savoy st, Strand, Managing Director High Court Pet June 9 Ord Aug 24
JOHNSON, THOMAS, Osett, Yorks, Watchmaker Dewsbury Pet Aug 18 Ord Aug 24
JONES, JAMES WILLIAM, Bilston, Boot Dealer Wolverhampton Pet Aug 21 Ord Aug 24
KEOGH, EDWARD, Collyer-road, Upper Norwood, Barrister at Law Croydon Pet July 16 Ord Aug 20
KEY, AUCLAND EVINSON, St Leonard's on Sea, Carriage Builder Hastings Pet Aug 18 Ord Aug 23
KNOWLES, JOHN, Crompton, Lancs, Innkeeper Oldham Pet Aug 24 Ord Aug 24
LAUNCHBURY, THOMAS RICHARD, Cheltenham, Grocer Cheltenham Pet Aug 24 Ord Aug 24
MAISHALL, JOHN, Walsden, nr Todmorden, Dyer Burnley Pet July 10 Ord Aug 23
OGDEN, TITUS, Keighley, Yorks, Commercial Traveller Bradford Pet Aug 17 Ord Aug 23
PHILLIPS, HENRY, East Tilbury, Essex, Hay Dealer Rochester Pet June 5 Ord Aug 23
PLUMMER, ALFRED, Luton, Straw Hat Manufacturer Luton Pet Aug 18 Ord Aug 24
ROBERTS, JOHN, Bryn-llye-Llanfihangelglyn-myr, Denbighshire, Farmer Wrexham Pet Aug 16 Ord Aug 25
SCRINE, FRANCIS, Bradford, Wilts, Mason Bath Pet Aug 23 Ord Aug 23
SHACKLOCK, JOHN, Spalding, Painter Peterborough Pet Aug 23 Ord Aug 23
SHELLARD, SAMUEL, Oldbury, Boat Builder Oldbury Pet Aug 21 Ord Aug 25
SMITH, THOMAS RAW VERNON ST PIERRE, Hanley rd, Hornsey rise High Court Pet June 22 Ord Aug 24
STARR, CHARLES, Beeston, Notts, Bailder Nottingham Pet Aug 21 Ord Aug 22
STEVENS, RICHARD, Stonehouse, Devon, General Merchant East Stonehouse Pet Aug 4 Ord Aug 24
UMKINS, WILLIAM, Milford Haven, Builder Pembroke Dock Pet Aug 14 Ord Aug 25
TURNER, JOHN, Garsburg, Lancashire, Butcher's Assistant Preston Pet Aug 24 Ord Aug 24

WALTON, GEORGE, Leamington, Tobacconist Warwick Pet Aug 21 Ord Aug 24
WHEELER, JOHN, Basingstoke, Saddler Winchester Pet Aug 10 Ord Aug 24
ADJUDICATION ANNULLED.
BATT, WILLIAM ROBERT, Bath, Upholsterer Bath Adjud May 33 Annul July 19

SALE OF ENSUING WEEK.

Sept. 5.—Messrs. FAREBROTHER, ELLIS, CLARK, & Co., at the Mart, E.C., City Freehold (see advertisement, Aug. 11, p. 4).

BIRTHS, MARRIAGES, AND DEATHS.

MARRIAGES.

ALEXANDER-HAZELL.—Aug. 21, Brandon Michael Alexander, barrister-at-law, to Nina Morley, daughter of John Hazell, late of Duckford, Cambridgeshire.
SHEER-SEILER.—Aug. 21, at Vienna, Henry Gordon Sheer, barrister-at-law, to Emilie Seiler, daughter of the late Adam Seiler, of Vienna.

DEATH.

CULLINAN.—Aug. 24, at Windermere, William F. Cullinan, barrister-at-law.

Where difficulty is experienced in procuring the Journal with regularity in the Country, it is requested that application be made direct to the Publisher.

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The Subscription to the SOLICITORS' JOURNAL is—Town, 26s. 6d.; Country, 28s. 6d.; with the WEEKLY REPORTER, 53s. Payment in advance includes Double Numbers and Postage. Subscribers can have their Volumes bound at the office—cloth, 2s. 6d., half law calf, 5s. 6d.

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SALES FOR THE YEAR 1888.

MESSRS. FAREBROTHER, ELLIS, CLARK, & CO. beg to announce that the following days have been fixed for their SALES during the year 1888, to be held at the Auction Mart, Tokenhouse-yard, near the Bank of England, E.C. 1:—
 Wed, Sept 5 Thurs, Oct 4 Wed, Nov 7
 Wed, Sept 19 Thurs, Oct 17 Thurs, Nov 22
 Thurs, Sept 27 Wed, Oct 31 Wed, Dec 13
 Other appointments for intermediate Sales will also be arranged.

Messrs. Farebrother, Ellis, Clark, & Co. publish in the advertisement columns of "The Times" every Saturday a complete list of their forthcoming sales by auction. They also issue from time to time schedules of properties to be let or sold, comprising landed and residential estates, farms, freehold and leasehold houses, City offices and warehouses, ground rents, and investments generally, and which will be forwarded free of charge on application.—No. 29, Fleet-street, Temple Bar, and 15, Old Broad-st., E.C.

SALES BY AUCTION FOR THE YEAR 1888.

MESSRS. DEBENHAM, TEWSON, FARMER, & BRIDGEWATER beg to announce that their SALES OF LANDED ESTATES, Investments, Town, Suburban, and Country Houses, Business Premises, Building Land, Ground-rents, Advowsons, Reversions, Stocks, Shares, and other Properties, will be held at the Auction Mart, Tokenhouse-yard, near the Bank of England, in the City of London, as follows:—
 Tues, Oct 9 Tues, Nov 6 Tues, Dec 11
 Tues, Oct 23 Tues, Nov 20 Tues, Dec 11

Auctions can also be held on other days. In order to insure proper publicity, due notice should be given. The period between such notice and the proposed auction must considerably depend upon the nature of the property to be sold. A printed scale of terms can be had at 80, Cheapside, or will be forwarded. Telephone No. 1,503.

EDE AND SON,

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BY SPECIAL APPOINTMENT,

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MESSRS. DEBENHAM, TEWSON, FARMER, & BRIDGEWATER'S LIST OF ESTATES AND HOUSES TO BE SOLD OR LET, including Landed Estates, Town and Country Residences, Hunting and Shooting Quarters, Farms, Ground Rents, Rent Charges, House Property and Investments generally, is published on the first day of each month, and may be obtained, free of charge, at their offices, 80, Cheapside, E.C., or will be sent by post in return for three stamps.—Particulars for insertion should be received not later than four days previous to the end of the preceding month.

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Fire Premiums	£607,000
Life Premiums	197,000
Interest	143,000
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London Gazette.

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 " " " " 1.15 p.m. 20s.

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E. COZENS SMITH,

General Manager.

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The Bank undertakes for its Customers, free of Charge, the Custody of Deeds, Writings, and other Securities and Valuables; the collection of Bills of Exchange, Dividends, and Coupons; and the purchase and sale of Stocks, Shares, and Annuities. Letters of Credit and Circular Notes issued.
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FRANCIS RAVENSCROFT, Manager.

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